

RESPONSE TO REQUEST FOR INFORMATION PURSUANT TO SECTION 104(e)
OF CERCLA FOR LUSHER STREET GROUND WATER CONTAMINATION SITE,
ELKHART INDIANA

FOR

COLBERT PACKAGING CORPORATION
1511 LUSHER AVENUE
ELKHART, IN 46517-1423



United States Environmental Protection Agency
c/o Grace Co
77 West Jackson Boulevard (SE-5J)
Chicago, IL 60604-3590

Re: Request for Information Pursuant to Section 104(e) of CERLA for Lusher
Street Groundwater Contamination Site, Elkhart Indiana

Dear Sir or Madam:

Colbert Packaging is submitting the enclosed information (Enclosure 2) and
related Appendix documentation in response to the above mentioned Request for
Information.

Please refer to Enclosure 1 for contributor information. Initials identify
contributors for each item requested.

I certify under penalty of law that this document and all attachments were
prepared under my direction or supervision in accordance with a system
designed to assure that qualified personnel properly gathered and evaluated the
information submitted.

Respectfully,



Timothy Price
Vice President



NEEDHAM HARBOR BOARD
11-10-11
JACKSON

RECEIVED
6/7/11

ENCLOSURE 1

CONTRIBUTOR INFORMATION

CS	Carl Sterenberg Consultant D & B Environmental Services, Inc. 401 Lincoln Way West Osceola, IN 46561 574 - 674 - 0161 331 E Beardsley Ave Elkhart, IN 46514 574 - 264 - 2833	TP	Timothy Price Vice President Colbert Packagin Corporation 1511 Lusher Ave Elkhart, IN 46517 574 - 295 - 6605 50799 Hawthorne Meadow Dr South Bend, IN 46628 574 - 243 - 7741
KL	Kraig Lang CFO Colbert Packaging Corporation 28355 N Bradly Road Lake Forest, IL 60045 240 Crooked Lake Lane Lindenhurst, IL 60046 847 - 265 - 0124		
MK	Monte Koldyke Pressroom Supervisor Colbert Packaging Corporation 1511 Lusher Ave. Elkhart, IN 46517 574 - 295 - 6605 59701 Hazel Road South Bend, IN 46614 574 - 849 - 0958		
RJ	Richard Jager Production Manager Colbert Packaging Corporation 1511 Lusher Ave. Elkhart, IN 46517 574 - 295 - 6605 53200 Berwick Drive South Bend, IN 46635 574 - 271 - 8128		

ENLOSURE 2

REQUEST FOR INFORMATION RESPONSE FOR COLBERT PACKAGING CORPORATION

1511 LUSHER AVENUE, ELKHART, IN 46517

1. On March 1, 2004, Colbert Packaging Corporation entered a Real Estate Lease Agreement with Welch Properties of Elkhart, Inc. An Amendment to this Lease Agreement was made on November 23, 2006. On August 26, 2010, Colbert Packaging Corporation exercised the provisions of Paragraph 19 of the Lease and entered an agreement with Welch Properties of Elkhart, Inc to purchase the property and facilities of 1511 Lusher Ave, Elkhart, IN, 46517. On December 15, 2010, Colbert Packaging Corporation entered a Lease Agreement with Colbert – Elkhart LLC, an Indiana limited liability company. Documents supporting this information are contained in Appendix 1. (KL)
2. Colbert Packaging, Incorporated of 1511 Lusher Ave, Elkhart, IN 46517, henceforth referred to as the Company, purchased one raw material containing a chlorinated solvent, specifically methylene chloride. (CS)
 - a) The raw material purchased was a metering roller cleaner referred to as MRS A931. The material is a clear, 100% volatile, liquid with a specific gravity of 1.12 g/l consisting of 70 – 80 % methylene chloride, 10 – 20 % xylene, and 10 – 20 % isopropanol as documented by the manufacturer's Material Safety Data Sheet. Appendix 2. (CS)
 - b) The material was manufactured and distributed by Printers' Service, 26 Blanchard St., Newark New Jersey. (RJ)
 - c) The material was received in 5 gal pails and placed in an explosion proof cabinet near the printing press which was the point of use. The material was applied to cleaning rags and then used to clean the meter rollers of the press. This application resulted in evaporation of the material off of the meter rollers with some residue remaining on the rags. After use, the rags were placed in a contained, designated 55 gal steel drum. The rags were then picked up by municipally permitted cleaning service for cleaning. (MK, RJ, CS)
 - d) The Company purchased the MRC A931 from March 1, 2004 through Dec 2007 at which point the material was replaced with non chlorinated meter roller cleaner. Based on documented Annual Volatile Organic Chemical and Hazardous Air Pollutants Emissions Reports, the company purchased and consumed 180 gallons (36 – 5 gal containers) of MRC A931 for the stated time frame. Appendix 3. (CS)

- e) Supervisors for the area using the chlorinated solvent were Monte Koldyke, Press Room Supervisor and William True, Production Manager. Job descriptions and responsibilities are contained in Appendix 4. (RJ)
3. The Company's facility incorporates a hazardous waste and hazardous substance storage room used for material safe handling.
- a) The storage room is located in the southwest corner of the building and is labeled chemical room on the attached facility diagram. Appendix 5. (RJ)
 - b) As previously mentioned the chemical room is used for storage. Dimensions of the room are 19ft by 24ft by 20ft. Attached is a detailed diagram of the storage room, labeled Chemical Room. Appendix 5. (RJ)
 - c) The storage unit has been used since the Company occupied the facility in and is currently in use. (RJ)
 - d) The Chemical Room is used for storage and spill containment. (CS, RJ)
 - e) On an average the unit contains 10 to 12 - 55 gal drums of various lubricating oils, 2 to 3 - 55 gal drums of combustible cleaning solvent, 1 to 4 - 55 gal drums of waste combustible liquids, and 1 to 2 - 55 gal drums of used absorbents. The unit also contains an 85 gal drum Emergency Spill Kit. (RJ)
 - f) The unit is constructed with cinder block and with the south wall incorporating a 13 ft by 15 ft corrugated metal explosion relief section. The east wall contains two entry doors. One being an 8.5 ft rolled corrugated metal materials door and the other a 3 ft metal personnel door. The room contains explosion proof lighting and is vented to prevent volatile gas accumulation. The unit has 3 inch recessed cement floor below surrounding floor providing for the capacity of 182 cubic feet containment. The unit is inspected and cleaned in accordance to the Company's Good Manufacturing Practices (GMP). (CS, RJ)
 - g) The unit is still in use.
4. The Company has experienced no releases of hazardous substances as defined by Section 101 (22) and Section 101 (14) of CERCLA respectively. (CS, MK)
5. On February 22, 2005 the Company transferred RCRA ID IND005217021 from Barger Packaging Corp to Colbert Packaging Corp. On March 21, 2005 a Source Specific Operations Agreement, number S 039-20813-00628, was issued to the Company. Appendix 6. (CS)
6. The only information regarding the Company's property and facilities and other properties in the area identified as the Lusher Street Ground Water Site is contained in the Site Assessment compiled by The English Company obtained prior to purchase of the property. Appendix 7. (CS, RJ)

7. Information obtained from the Site Assessment and information provided in the Request for Information are the only source of information regarding releases within the boundaries of the site. Appendix 7. (CS, RJ, TP)

1

APPENDIX 1

RE: 1.

2

APPENDIX 2

RE: 2.a)

3

APPENDIX 3

RE: 2.d)

4

APPENDIX 4

RE: 2.e)

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APPENDIX 5

RE: 3.a), 3.b)

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APPENDIX 6

RE: 5.

7

APPENDIX 7

RE: 6., 7.

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REAL ESTATE LEASE AGREEMENT

THIS Real Estate Lease Agreement (this "Lease"), made and entered into as of the 15th day of March 2004, by and between Welch Properties of Elkhart, Inc., an Indiana corporation located at 1020 Herman Street, Elkhart, Indiana 46516 ("Landlord"), and Colbert Packaging Corporation, an Indiana corporation located at 28355 North Bradley Road, Lake Forest, Illinois 60045 ("Tenant"),

WITNESSETH THAT:

FOR AND IN CONSIDERATION of the conditions, covenants, and agreements hereinafter contained, Landlord and Tenant hereby agree as follows:

1. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described real estate commonly known as 1511 West Lusher Avenue, Elkhart, Indiana, which is more fully described in Exhibit "A" attached hereto, together with all improvements and other rights appurtenant thereto (the "Premises").

2. Term and Options to Extend. Unless this Lease is terminated earlier as hereinafter provided, Tenant shall (a) have and hold the Premises for an original term (the "Original Term") of two (2) years beginning as of the date hereof, and (b) shall have the option to extend this Lease for two (2), five (5) year periods ("Renewal Option") upon the terms and conditions set forth herein. Tenant may only exercise its option to extend the lease term by giving written notice of such exercise to Landlord at least ninety (90) days prior to the expiration of the Original Term or first extended term of this Lease, as appropriate.

3. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that: (a) Landlord owns the Premises, free and clear of any and all liens and encumbrances, except as set forth on Schedule 3; (b) as of the date hereof, Landlord has no Knowledge of any non-compliance by the Landlord with respect to any material law having specific application to the Premises; and (c) to the Knowledge of Landlord, as of the date hereof, no hazardous material is on the Premises other than hazardous materials which are used in the ordinary course of business and in material compliance with applicable environmental law. For purposes of this Section 3, the term "Knowledge" means that Landlord has actual knowledge of a particular fact or matter contained in this Section 3.

4. Landlord's Rights to Use the Premises. Tenant shall permit Landlord to warehouse (free of charge) certain assets owned by Landlord at the Premises and continue light manufacturing in the area of the Premises set forth on Exhibit "B". Landlord shall have access to the Premises, including parking areas, access and common areas, walkways and driveways, during normal working hours and at other reasonable times as requested by Landlord; provided that such use shall not materially interfere with Tenant's use and enjoyment of the other portions of the Premises and Landlord shall obtain Tenant's consent (which shall not be unreasonably withheld or delayed) before moving any of Landlord's equipment or using the docks at the Premises. Landlord hereby agrees to indemnify and hold harmless Tenant from and against any and all loss, liability, claim, damage, and expense incurred by Tenant (net of any insurance proceeds received by Tenant) as a result of

Landlord's use of a portion of the Premises, as set forth in this Section 4. Landlord will make all necessary routine repairs to the portion of the Premises it uses pursuant to this Section 4 during its period of use. Landlord may use the Premises as permitted under this paragraph until sixty (60) days after Tenant provides Landlord with a request to vacate the Premises. At the end of such sixty (60) day period, Landlord shall remove its assets and cease its light manufacturing operations; provided, however, that in no event shall Landlord be required to vacate the premises prior to eight (8) months from the date hereof. During the term of its use as provided in this Section 4, Landlord shall be solely responsible for maintaining (a) insurance on its personal property which shall contain a waiver of subrogation in favor of Tenant, and (b) general liability insurance naming Tenant as an additional insured in an amount equal to at least Two Million Dollars (\$2,000,000).

Except as otherwise set forth herein, Tenant accepts the Premises AS IS subject to all applicable laws, ordinances, regulations, covenants and restrictions.

5. Payment of Rent. Tenant agrees to pay Landlord at the address set forth above, or at such other place designated by Landlord, rent in equal monthly installments as set forth below on the fifteenth (15th) day of each month during the term of this Lease; provided however, that if the Original Term of this Lease does not begin on the fifteenth day or end on the fourteenth day of a month, the rent for that partial month shall be prorated by multiplying the monthly rent by a fraction, the numerator of which is the number of days in the partial month and the denominator of which is thirty (30).

Monthly rent installments will be Ten Thousand and 00/100 Dollars (\$10,000.00) until the earlier of (a) any sale or lease of the building now leased by Tenant and owned by Colbert Packaging Associates, LLC located at 3620 McGill Street, South Bend, Indiana (the "Colbert Building"), or (b) the completion of the Original Term (the "Reduced Rent Term"). Tenant shall notify Landlord in writing of the sale or lease of the Colbert Building with ten (10) days of such sale or lease.

Upon the expiration of the Reduced Rent Term, rent payments shall increase to Twenty Five Thousand Five Hundred and 00/100 Dollars (\$25,500.00) per month.

Rent Payment Schedule

Applicable Portion of Lease Term		Rate Per Rentable Square Feet Per Annum	Total Building Rental Square Feet	Annual Base Rent	Monthly Base Rent Installment (Annual ÷ 12)
Beginning	Ending				
Month 01	Month 24	\$1.1765	102,000	\$120,000.00	\$10,000.00
<i>Expiration of the Reduced Rent Term</i>		\$3.000	102,000	\$306,000.00	\$25,500.00
Month 25	Month 84	\$3.000	102,000	\$306,000.00	\$25,500.00
Month 85	Month 144	\$3.000	102,000	\$306,000.00	\$25,500.00

6. Late Payments. If the full amount of any installment of rent or other amount due hereunder is not paid within fifteen (15) days of the due date, it will be assessed a late charge in an

amount equal to the lesser of: (a) five percent (5%) of the unpaid amount, and (b) \$250.00, which such amount will be immediately due and payable by Tenant.

7. Use and Maintenance.

(a) Tenant shall use the Premises only for the business of manufacturing carton and related operations consistent with the prior use by Landlord. Tenant agrees that it shall not use or occupy nor permit the Premises or any part thereof to be used or occupied in any unlawful manner, for any unlawful purpose, in a manner inconsistent with zoning for the Premises.

(b) Landlord shall (at its sole cost and expense) make any required capital expenditures associated with repairing the parking lot and maintain in good repair and in a safe and structurally sound condition (including any repairs or replacements to) the roof, foundation, exterior walls, exterior and below ground utilities, and all structural components of the improvements to the Premises, except as hereinafter provided. Damage caused by Tenant, Tenant's vendors', freight carriers, guests, invitees, licensees, customers or any other contracted service provider of Tenant during the term of this Lease shall be Tenant's responsibility to the extent not covered by Landlord's fire and extended coverage insurance.

(c) Landlord shall, upon Tenant's written request and after completion of the Reduced Rent Term, remove the cement foundations. Landlord shall use commercially reasonable methods to remove the cement foundations in a timely manner.

(d) During the term of this Lease (at Tenant's sole cost and expense), Tenant shall (i) maintain the interior walls, ceilings, floors, windows and doors to the improvements situated on the Premises, (ii) be responsible for the periodic re-sealing and re-marking of the parking area, and routine maintenance of the landscaping and green areas of the Premises so that such parking area, landscaping and green areas are maintained substantially in the same condition as on the date of this Lease, ordinary wear and tear excepted, (iii) provide routine maintenance for the parking lot and any lights located upon the parking lot and shall remove graffiti from exterior walls and parking areas promptly, (iv) maintain and repair the heating, ventilation and air conditioning systems, fire protection systems, fire sprinklers, electrical, plumbing and other mechanical and building systems serving the Premises, (v) remove all snow and ice from the Premises, (vi) maintain any improvements and equipment it locates on the Leased Premises in a good state of repair, ordinary wear and tear excepted, and (vii) comply, in all material respects, with all applicable statutes, ordinances, rules and regulations relating to Tenant's particular use of the Premises and shall maintain the Premises free of trash, litter and debris and in a clean and sightly condition.

(e) Landlord may (but shall have no obligation to), upon ten (10) business days' prior written notice and Tenant's failure to cure (unless Landlord deems Tenant's failure to repair or maintain to be of an emergency nature, then immediately upon notice to Tenant), repair or maintain the Premises in the event of Tenant's failure to repair and maintain the Premises as set forth in this paragraph. Landlord may charge Tenant for any such repair or maintenance.

(f) Landlord shall not be liable for any loss or damage to Tenant's personal property and equipment; provided, however, that Landlord shall be liable for any loss or damage caused by failure of Landlord to perform its duties of maintenance and repair hereunder. Notwithstanding the foregoing, Landlord shall not be liable for its failure to so maintain or repair the Premises unless Landlord has failed to perform such needed repairs or maintenance within thirty (30) days (or immediately, in the case of emergencies) of the date on which (i) Tenant notified Landlord of the need for such repairs or maintenance, or (ii) Landlord had actual knowledge of the need for such repairs or maintenance, whichever is earlier.

8. Intentionally omitted.

9. Taxes, Assessments and Utilities. Landlord shall pay all taxes and assessments during the term of this Lease. Tenant shall reimburse Landlord, upon demand, for all taxes and assessments that are due and payable for the Premises during the term of this Lease on the real estate, building and other improvements of which the Premises are a part.

Landlord shall cause to be maintained adequate water, electric, gas, telephone and sewage connections (and all other necessary utility services) to the improvements located upon the Premises. Tenant shall pay for all utilities furnished to the Premises during the term of this Lease. Tenant shall provide and pay for its own telephone, janitorial and refuse removal services for the Premises.

10. Insurance. Tenant shall, at its expense, purchase and keep in force at all times during this Lease, including any extension or renewal hereof, commercial general liability insurance written by an insurer reasonably satisfactory to Landlord, insuring Landlord and Tenant against all loss, cost, liability and expense on account of injury to or death of a person or persons, or damage to or destruction of property of third parties in an amount satisfactory to Landlord. Landlord shall pay for and purchase fire and extended coverage insurance on the improvements to the Premises in a face amount equal to Two Million Dollars (\$2,000,000), with the cost of such insurance to be reimbursed upon demand to Landlord by Tenant. All such policies shall name both Landlord and Tenant as insureds, as their respective interests may appear, and such policies may not be modified or canceled without at least thirty (30) days prior written notice to Landlord. Tenant shall further deliver to Landlord Certificates of Insurance issued by each insurer and shall provide Landlord with evidence of payment of all such premiums. In the event Tenant shall construct or erect any further improvements upon said Premises and/or make any additions or alterations to the existing improvements located upon said Premises during the term of this Lease, Tenant, at its expense, shall insure said additional improvements or additions to present improvements in an amount not less than the cost of such further improvements or additions.

If any improvements on the Premises are damaged or destroyed by any cause whatsoever, including without limitation fire, arson, windstorm, tornado, lightning, vandalism, theft, malicious mischief and hail, during the term of this Lease, Landlord shall, with reasonable promptness, repair and replace the same at its expense, so that the improvements upon the Premises after that repair and replacement shall be nearly as possible in the same condition they were in prior to that damage or destruction. In the event the proceeds of insurance are more than sufficient to pay the cost of rebuilding, Landlord shall be entitled to retain the surplus.

In the event the improvements situated on the Premises cannot be restored or repaired within 120 days, Landlord or Tenant may terminate this Lease by giving the other party written notice, and in such event Tenant shall have no further obligation under this Lease and all insurance proceeds shall be paid to Landlord. Landlord and Tenant hereby mutually waive any and all rights to subrogation relating to the foregoing.

11. Landlord's Access to Premises. Tenant agrees that Landlord or its agents shall have the right to enter the Premises at any reasonable time in order to (a) examine the Premises, (b) during the last six (6) months of the Original Term or any renewal term of this Lease, show the Premises to prospective purchasers or tenants, or (c) make repairs, alterations, or improvements (as permitted by this Agreement). Landlord or its agents shall have the right to take onto the Premises any and all materials that may be required therefor without constituting an eviction of Tenant in whole or in part, and the rent reserved herein shall not abate while such repairs, alterations, or improvements are being made. During the ninety (90) days prior to the termination or expiration of this Lease, Landlord may display on the Premises notices that the Premises are for rent and/or for sale, and Tenant agrees not to disturb such notices in any way. Landlord shall use its commercially reasonable efforts not to interfere with Tenant's use and enjoyment of the Premises by taking any action or inaction pursuant to this Section 11.

12. Examination of Premises by Tenant. Tenant has examined the Premises prior to the execution of this Lease and, except as otherwise set forth on Schedule 12 and except for Landlord's representations and warranties expressly set forth herein, is satisfied with the physical condition of the Premises "AS IS", and Tenant's acceptance and taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, except as otherwise set forth on Schedule 12 and except for Landlord's representations and warranties expressly set forth herein. Landlord agrees to repair and replace the items set forth on Schedule 12 within the period set forth opposite such repair or replacement item on Schedule 12. Tenant agrees and admits that no representations, statement, or warranty, either express or implied, in fact or by law, has been made by or on behalf of Landlord as to the condition or repair of the Premises, and Tenant further agrees and admits that no agreement or promise to repair or improve said Premises not contained herein has been made by Landlord.

13. Quiet Enjoyment of Premises by Tenant. Tenant, upon the full and faithful performance of all the conditions, covenants, and agreements herein contained, shall at all times during the term hereof peaceably and quietly enjoy the use of the Premises without any disturbance from Landlord or anyone else claiming by or through Landlord, subject, however, to any rights which may be reserved to Landlord herein and to all encumbrances to which this Lease may be subordinate, if any; provided, however, that such subordination is contingent upon such lender or creditor of Landlord entering into a Subordination, Non-Disturbance and Attornment Agreement (or similar agreement, a "SNDA"), in form and substance reasonably satisfactory to Tenant. Landlord shall deliver an executed SNDA from Landlord's lender, Keybank National Association, on or before the execution date of this Lease.

14. Alteration or Improvement of Premises. Tenant may not make additions or improvements to or alterations of the Premises without the prior written consent of Landlord nor shall Tenant make or cause to be made any alterations, additions, or improvements to the Premises which will give rise to any liens, claims, or demands of any nature against Landlord and/or the Premises. Any alteration, addition, or improvement made by Tenant after such consent shall have been given and any fixtures installed as part thereof shall, at the option of Landlord, become the property of Landlord upon the termination or expiration of this Lease; provided, however, that Landlord shall have the right to require Tenant to remove such fixtures and restore the premises at Tenant's expense upon such termination or expiration, if Landlord so notified Tenant prior to its making such alterations, additions or improvements.

Without limiting the generality of the foregoing, Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Landlord agrees to cooperate with Tenant to obtain any necessary signage permits at no cost or expense to Landlord. Upon surrender or vacation of the Premises, Tenant shall remove all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from the outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

15. Injury to Persons or Property. Tenant agrees that Landlord shall not be liable for any injury to Tenant or any other person occurring in, on, or around the Premises during the term of this Lease, or any renewal thereof, other than any negligent or intentional act of Landlord or any of its agents, employees or representatives. Tenant further agrees that Landlord shall not be liable for damages to Tenant's property or to property of any third person which may be located in, on, or around the Premises during the term of this Lease, or any renewal thereof, other than damages resulting from any negligent or intentional act of Landlord or any of its agents, employees or representatives. Tenant further agrees to indemnify and save Landlord harmless from any and all claims or losses arising out of any default by Tenant hereunder or by injuries to persons or property occurring in, on, or around the Premises, during the Term of this Lease, or any renewal thereof, including without limitation, attorneys' fees and costs of defending any action, except for those claims or losses resulting from any negligent or intentional act of Landlord or any of its agents, employees or representatives.

16. Condemnation. In the event all of the Premises is acquired or condemned by eminent domain for any public or quasi-public use or purposes, Landlord and/or Tenant may terminate this Lease in which event this Lease shall terminate and cease on the date upon which the condemning authority shall take possession of the Premises so condemned. Until such time, Landlord and Tenant shall continue to perform the obligations imposed upon it by the terms of this Lease

If a portion, but less than all of the Premises is acquired or condemned, and a portion of the Premises is still usable by Tenant, then Tenant may elect (subject to Landlord's consent) to continue

leasing the usable portion of the Premises, and rent shall be equitably abated by Landlord in proportion to the part of the Premises taken, effective on the date possession of such portion of the Premises is taken. If Landlord and Tenant cannot agree on the abatement of rent, then this Lease shall terminate.

In the event of any such acquisition or condemnation by eminent domain, Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease and Tenant shall not be entitled to any part of the award paid for the condemnation or acquisition of the Premises, it being agreed that Landlord shall be entitled to receive the full amount of such award and it being further agreed that Tenant hereby expressly waives any right or claim against any portion of said award. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of such acquisition or condemnation and for or on account of any cost to which Tenant might be put in removing Tenant's equipment, fixtures, inventory and other property from the Premises.

17. Defaults. A default by Tenant will have occurred under this Lease if: (a) Tenant fails to pay the full amount of any installment of rent or other amount owed hereunder within five (5) business days after written notice to tenant; (b) Tenant fails to observe or perform any other provision of this Lease for thirty (30) days after notice by Landlord of such failure; (c) Tenant defaults under or is in breach of the Equipment Lease between Tenant and Barger Packaging Corporation dated as of the date hereof beyond any applicable cure period; (d) Tenant defaults under or is in breach of the Asset Purchase Agreement between Tenant and Barger Packaging Corporation dated as of the date hereof beyond any applicable cure period; or (e) Tenant abandons, quits or vacates the Premises.

18. Remedies. If a default by Tenant has occurred under this Lease, Landlord may, at its option:

(a) re-enter and repossess the Premises and the remove all persons and property from the Premises in accordance with applicable law;

(b) terminate this Lease;

(c) advance money or make any expenditure to cure any default of Tenant other than default in payment of rent; or

(d) collect from Tenant by any lawful means (i) any rent due and unpaid, (ii) any deficiency which results from default of Tenant and the failure of any subletting to give Landlord the rent provided by this Lease, (iii) any money advanced or expenditure made by Landlord pursuant to this Lease, and (iv) any other amount which Tenant owes Landlord under this lease, including future rents called for hereunder and as calculated below without the necessity of suing in installments as the payments become due.

Upon Tenant's default, Landlord shall have any or all of the above remedies, the right to collect from Tenant Landlord's reasonable attorneys' fees and costs of collection, and any other remedy under law or equity. Upon exercise by Landlord of its right to re-enter and repossess, or to remove persons and property from the Premises or upon termination of this Lease as set forth above, Tenant and each person claiming by or through Tenant shall forthwith quit the Premises and surrender it to Landlord. Upon Tenant's vacation of the Premises, Tenant shall remove therefrom all of its personal property. If Tenant fails to so remove its property, said property shall be deemed as abandoned by Tenant and shall become the property of Landlord. Notwithstanding the foregoing, Landlord shall also be entitled to recover immediately as liquidated damages for loss of the bargain and not as penalty any unpaid rent that accrued on or before the occurrence of the event of default plus an amount equal to the difference between (y) the present value, as of the date of the occurrence of such event of default, of the aggregate rent reserved hereunder for the unexpired term of this Lease and (z) the then present value of the aggregate rental value of the Premises for such unexpired term which Landlord reasonably estimates to be obtainable for the Premises during such unexpired term.

19. Option to Purchase. Unless Tenant is in breach or default of this Lease, Tenant shall have an option to purchase the Premises (the "Purchase Option") either (a) within ninety (90) days of end of the Original Term, or (b) at any time during the lease term extended by the exercise of a Renewal Option. Tenant may only exercise the Purchase Option by providing Landlord with written notice (the "Exercise Notice") of its intent to exercise the Purchase Option together with a proposed purchase price for the Premises and a refundable earnest money deposit equal to 10% of the proposed purchase price (the "Deposit"). The Exercise Notice shall set forth the date Tenant wishes to close the sale (the "Closing Date") which shall be at least ninety (90) days (but in no event longer than one hundred twenty (120) days) after Landlord receives the Exercise Notice and its proposed purchase price. Tenant may not exercise the Purchase Option if it is in breach or default of this Agreement.

Within five days of receiving the Exercise Notice, Landlord may either accept the purchase price proposed by Tenant or make a counteroffer. If Landlord does not accept Tenant's proposed purchase price, the parties agree to negotiate a fair market value purchase price in good faith. If the parties cannot agree on a fair market value within thirty (30) days of the date Landlord received the Exercise Notice, Landlord and Tenant shall each engage (at their respective cost and expense) an independent, licensed real estate appraiser to determine the fair market value of the Premises using generally accepted appraisal techniques. If the lower of the two appraisals is not less than ninety percent (90%) of the other, the average of the two appraisals shall be the purchase price. If the lower appraisal is less than ninety percent of the other, the two appraisers shall jointly select a third independent, licensed real estate appraiser who will also conduct an appraisal (the costs of which shall be paid equally by Landlord and Tenant). The average of the three appraisals shall be the purchase price. Once the purchase price is fixed, whether by mutual agreement of the parties or by the appraisal process, the Deposit shall no longer be refundable to Tenant.

Prior to the Closing Date, Landlord will deliver to Tenant a survey and current title commitment for the Premises, whereby the title company will have agreed to insure title to the Premises in the full amount of the purchase price. Such title commitment will be subject only to the exceptions set forth in Schedule 19 and any other exceptions that do not materially and adversely

affect the current use of the Premises. On the Closing Date, Tenant will deliver the purchase price less the Deposit to Landlord by wire transfer and Landlord will deliver a limited warranty deed to the Premises without any representation or warranty with respect to the condition of the Premises. Tenant shall pay all property taxes incurred while it was a Tenant under this Lease. Landlord shall pay all federal, state and local taxes and recording fees associated with the sale of the Premises.

Tenant's obligations under this Lease shall continue until the Closing Date.

20. Assignment or Subletting. Tenant shall not sublet the Premises or assign this Lease, in whole or in part, at any time or from time to time without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Any subletting shall not in any manner change or reduce Tenant's obligations hereunder. In the event of any assignment or subletting by Tenant, Tenant shall pay Landlord each month an amount equal to the greater of: (a) \$25,500, and (b) the then current rent owed to Landlord under this Lease, plus fifty percent (50%) of any sublease payment received by Tenant in excess of the then current rent for such month. Landlord may assign or transfer this Lease or any part hereof at any time without the consent of Tenant.

21. Surrender at End of Term; Holding Over; Removal of Tenant's Property. Unless Tenant exercises its Purchase Option, Tenant shall peaceably surrender and yield possession of the Premises to Landlord at the end of the Original Term, any extended or renewal term or on earlier termination of this Lease, in the same condition of repair, cleanliness, and sightliness as at the date of execution of this Lease, reasonable wear and tear excepted, and further agrees to deliver to Landlord the keys to the Premises upon said termination or expiration.

If Landlord shall in good faith determine that any uninsured maintenance or repair is necessitated as a result of waste or damage to the Premises by Tenant, a guest or invitee of Tenant, or any employee or agent of Tenant, Landlord may give written notice to Tenant that it shall be required to repair such damage within thirty (30) days; provided, that Tenant shall have such additional time as is reasonably necessary to complete the repairs if it makes a good faith effort to begin making the repairs.

No holding over by Tenant shall constitute a renewal or extension of the terms of this Lease except upon written consent of Landlord. Tenant may, at any time prior to or upon the termination or expiration of this Lease, remove from the Premises any and all personal property and trade fixtures located thereon which are owned by Tenant, provided that such property is removed without damage or injury to the Premises or that, if so requested by Landlord, any such damage or injury is promptly corrected at Tenant's sole expense by restoration of the Premises to the condition prior to the removal of such property from the Premises. Any such property not so removed shall become the property of Landlord.

22. Expenses of Enforcement. Tenant agrees to pay and discharge all reasonable costs, and other expenses that may be incurred by Landlord in enforcing the conditions, covenants, and agreements contained herein. The prevailing party in any dispute with respect to this Lease shall be entitled to its reasonable attorneys' fees from the non-prevailing party.

23. Collection of Rent after Notice. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due and the payment and receipt of said rent shall not waive or affect said notice, said suit or said judgment.

24. Hazardous Material; Indemnity.

(a) Landlord shall indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including reasonable attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Premises, the presence of which is not caused by Tenant. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover reasonable costs incurred by Tenant in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Premises, the presence of which is not caused by Tenant.

(b) Tenant warrants that any and all handling, transportation, storage, treatment, disposal or usage of toxic or hazardous substances that occurs on the Premises during the term of this Lease and any renewal thereof by Tenant, shall be in compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

(c) If Tenant breaches the obligation stated in subparagraph (b) above, or if the presence of toxic or hazardous substance on the Premises caused or permitted by Tenant results in contamination of the Premises, then Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of any toxic or hazardous substances in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any toxic or hazardous substances on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such toxic or hazardous substance to the Premises.

(d) This Section 24 shall survive the termination of this Lease, any renewals hereof and the termination of any renewals.

(e) As used herein, the term "toxic or hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term "toxic or hazardous

substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous substance" under I.C. 13-7-8.7-1 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601), or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 *et seq.* (42 U.S.C. §6991).

25. Tenant's Compliance with Americans with Disability Act. Tenant shall be solely responsible for compliance with the Americans With Disabilities Act of 1990 (Title 42 U.S.C. §12101 *et seq.*) and any amendments thereto ("ADA"), including but not limited to Titles I and III thereof at the Premises to the extent such compliance is required due to actions or improvements made by Tenant and is "readily achievable". In this regard Tenant shall pay all such costs and expenses associated with complying with Titles I and/or III of ADA as required by this Section. Except as otherwise set forth in this Section, Landlord shall pay all costs and expenses associated with complying with ADA.

26. Waiver; Entire Agreement; Binding Effect. It is expressly agreed that no waiver or apparent waiver or failure of Landlord or Tenant to require strict performance of any condition, covenant, or agreement herein contained shall constitute a waiver or shall estop Landlord or Tenant, as applicable, from enforcing such condition, covenant, or agreement at a later time. This Lease contains the entire understanding of the parties hereto with regard to the subject matter contained in this Lease and supercedes all prior agreements or understandings of the parties. All notices shall be in writing and all notices and/or rent shall be either delivered in person or mailed, postage prepaid and addressed as follows:

TO LANDLORD: President
Welch Packaging Group, Inc.
1020 Herman Street
Elkhart, IN 46517

TO TENANT: Colbert Packaging Corporation
Attn: Edward J. Baker
28355 North Bradley Road
Lake Forest, IL 60045

or to such other address as either party shall designate by written notice hereunder. A notice mailed by certified or registered mail shall be deemed given three (3) days after the date of postmark. The conditions, covenants and agreements herein contained shall apply and inure to and be binding upon their respective heirs, executors, administrators, successors and assigns and that the terms "Landlord" and "Tenant" shall embrace all of the parties hereto irrespective of number or gender.

27. Additional Documents. At the request of Landlord, Tenant shall execute and deliver to Landlord such documents as Landlord shall deem necessary or desirable to effectuate the terms of this Lease and protect Landlord's interests and rights in the Premises.

28. Governing Law; Jurisdiction. This Lease shall be governed and construed in accordance with the laws of the State of Indiana. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of Indiana, County of Elkhart, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Indiana, South Bend Division, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court, waives any objection it may now or hereafter have to venue or convenience of forum, agrees that all claim shall be heard and determined only in such courts and agrees not to bring any proceeding before any other court.

29. Authority to Execute. This Lease is executed by duly authorized officer of each party for and on behalf of such party and the person executing this Lease for and on behalf of each party acknowledges and states that it has full power and authority to execute this Lease pursuant to law, the articles of organization of such party and the authority of such party's governing body.

30. Miscellaneous. Any provision of this Lease prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease. This Lease may be executed in one or more counterparts. This Lease may be amended, modified or terminated by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Elkhart, Indiana, effective as of the date first written above.

LANDLORD:

WELCH PROPERTIES OF ELKHART, INC.

By: M. Scott Welch
M. Scott Welch, President

TENANT:

COLBERT PACKAGING CORPORATION

By: Edward Baker
Printed: Edward Baker
Title: President

EXHIBIT "A"

LEGAL DESCRIPTION

Lots Numbered Twenty-two (22) through Thirty (30) inclusive, and the North half (N ½) of the vacated alley adjacent to the South of said Lots; and Lots Numbered One Hundred Twenty (120) through One Hundred Twenty-Seven (127) inclusive, and the South half (S ½) of the vacated alley immediately North of said Lots, all as the said Lots are known and designated on the recorded Plat of MARKET'S FIRST ADDITION to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 21 in the Office of the Recorder of Elkhart County, Indiana.

Also: a tract of land in the Northeast Quarter (NE ¼) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Five (5) East in the City of Elkhart, Elkhart County, Indiana, said tract being the vacated Lots Numbered Thirty-One (31) to Thirty-Nine (39) inclusive, and One Hundred Ten (110) to One Hundred Nineteen (119) inclusive, as shown the recorded Plat of MARKET'S FIRST ADDITION to said City; said Plat being recorded in Deed Record 116, page 21 in the Office of the Recorder of Elkhart County, Indiana; Also, the vacated alleys adjacent to said vacated Lots, all being more particularly described as follows:

Commencing at the Northeast corner of Fieldhouse Avenue and Fifteenth Street (said corner also being the Southeast corner of Lot Numbered One Hundred Twenty (120) in said Addition: thence West Forty (40) feet to the Southwest corner of said Lot One Hundred Twenty (120) for the place of beginning; thence Northwardly parallel with the West line of said Fifteenth Street, One Hundred Forty and Twenty-Five Hundredths (140.25) feet to the center of a vacated alley; thence Westwardly along the center of said vacated alley, Forty (40) feet; thence Northwardly parallel with the West line of said Fifteenth Street, One Hundred Forty and Twenty-five hundredths (140.25) feet to the South line of West Lusher Avenue; thence Westwardly along the South line of said West Lusher Avenue, Three Hundred Seventy-Four (374) feet; thence Southwardly parallel with the West line of said Fifteenth Street, Two Hundred Eighty and Five Tenths (280.5) feet to the North line of said Fieldhouse Avenue; thence Eastwardly along the North line of said Fieldhouse Avenue, Four Hundred Fourteen (414) feet to the place of beginning.

EXHIBIT "B"

AREA TO BE USED BY LANDLORD

- 02/18/2004 NEW YORK
FEDERAL RESERVE BANK

SCHEDULE 3

LIENS

Keybank National Association mortgage and financing statements.

SCHEDULE 12

REPAIRS

Repairs to the roof will be done by Landlord in increments.

A HVAC system in the second floor offices will be repaired or replaced by Landlord.

SCHEDULE 19

EXCEPTIONS TO TITLE COMMITMENT

No. 44 - Protective Covenants and Restrictions for Replat of Eastland Park Section II, as recorded with the Plat of Elkhart Park Section II, Plat Book 16, Page 32, Records of Elkhart County, Indiana.

No. 46 - Terms and Conditions of Agreement by and between Barger Packaging Corporation and Boad of Zoning Appeals of the city of Elkhart, dated November 19, 1976, recorded Nocember 19, 1976, as Miscellaneous Record 115, Page 554, Records of Elkhart County, Indiana.

No. 47 - Terms and Conditions of Ordinance No. PC-89-19 to amend county Code 36-7-4-600 known as the Comprehensive Plan of Zoning for Elkhart County, Indiana as recorded in Instrument #89-006011, Records of Elkhart County, Indiana.

AMENDMENT TO REAL ESTATE LEASE AGREEMENT

This Amendment to Real Estate Lease Agreement dated March 1, 2004 is made and entered into this Twenty Third (23) day of November, 2006 by and between Welch Properties of Elkhart, Inc., an Indiana corporation located at 1020 Herman Street, Elkhart Indiana 46516 ("Landlord") and Colbert Packaging Corporation, an Indiana corporation located at 28355 North Bradley Road, Lake Forest, Illinois 60045 ("Tenant").

WHEREAS, Landlord and Tenant have agreed to amend Paragraphs 2, 5, 4, 7, and 19 of the original Real Estate Lease Agreement dated March 1, 2004 by providing for an amendment to extend the Term, revise the Payment of Rent and Rent Payment Schedule, provide for building upgrades included in Use and Maintenance and provide for a mutually agreed purchase price Option to Purchase.

NOW, THEREFORE, for and in consideration of the mutual promises of Landlord and Tenant set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

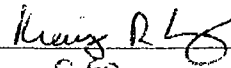
1. Paragraph 2. Term and Options to Extend shall be amended to extend the Term for a period of sixty (60) months until the seventh (7th) anniversary of the original inception date of March 1, 2004 (the "Amended Term").
2. Paragraph 5. Payment of Rent shall be amended to provide for monthly rent installments of Seventeen Thousand and 00/100 Dollars (\$17,000.00) beginning on March 1, 2006 (Month 25) and ending on February 28, 2011 (Month 84).
3. Paragraph 4. Landlord's Right to Use the Premises shall be amended to permit Landlord to warehouse free of charge certain assets owned by Landlord. Landlord may use the Premises until sixty (60) days after Tenant provides Landlord with a request to vacate the Premises, provided however, that if Tenant requires the additional production space currently occupied by the Planeta press after June 30, 2006 and prior to October 1, 2006, Tenant will be responsible for all costs of moving the Planeta press within sixty (60) miles of the 1511 West Lusher building. Barger Packaging Corporation shall be responsible for providing storage for the Planeta press. After October 1, 2006 and with sixty (60) days notice Tenant shall have the option of requiring the Planeta press removed at Barger Packaging Corporation's cost.
4. Paragraph 7 (d). Of Use and Maintenance shall be amended to require Tenant, at its sole cost and expense, to make any required building remodeling improvements and upgrades, internal repairs and maintenance including the removal and remediation of the machine foundation pads. Furthermore, Landlord and Tenant each agree to pay one-half (1/2) of the Net Cost of the roof repair and replacement to a mutually agreed roof contractor subject to the terms and conditions provided in the roof repair contract. For the purposes of this Lease Amendment the Net Cost of the roof repair and replacement is defined as the roof repair contract cost less funds obtained for the roof repair by the City of Elkhart Horizon Fund.

5. Paragraph 19. Option to Purchase shall be amended to provide Tenant the option to purchase the Premises within ninety (90) days of the end of the Amended Term at a purchase price of One Million Seven Hundred Twenty Eight Thousand and 00/100 Dollars (\$1,728,000.00).

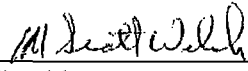
6. In all other respects, the Real Estate Lease Agreement shall remain in full force and effect, except as specifically set forth above.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officer have executed this Agreement as of the day and year first above written.

Colbert Packaging Corporation,
an Indiana corporation

By: 
Its: CFO

Welch Properties of Elkhart, Inc.,
an Indiana corporation

By: 
Its: President

FOLDING CARTONS / RIGID PAPER BOXES



August 26, 2010

Mr. Scott Welch
Welch Properties of Elkhart, Inc.
1020 Herman Street
Elkhart, IN 46516

28355 NORTH BRADLEY ROAD
LAKE FOREST, ILLINOIS 60045
TEL: (847) 367-5990
FAX: (847) 367-4403

Re: That certain Real Estate Lease Agreement, dated March 1, 2004 by and between Welch Properties of Elkhart, Inc. and Colbert Packaging Corporation, as amended by that certain Amendment to Real Estate Lease dated November 23, 2006 (collectively, the "Lease")

This letter will serve as the Exercise Notice pursuant to the provisions of Paragraph 19 of the Lease. The price is established by the Amendment at One Million Seven Hundred Twenty-Eight Thousand Dollars (\$1,728,000) and accompanying this letter is our check in the amount of 10% of the price, or \$172,800, representing the refundable earnest money deposit.

We wish to close the sale on or about the one hundred twentieth (120th) day following your receipt of this letter.

We are exercising our option early and by signing a copy of this letter in the space provided below, you are agreeing to the early exercise.

You are required to deliver a survey and title commitment to us in accordance with the lease and we ask that these be provided as soon as possible. At closing, you are required to deliver to us the title policy and a limited warranty deed.

We are agreeing to pay rent through the end of the term of the lease, February 28, 2011.

Please indicate your receipt of this letter and acceptance of its terms by executing a copy of this letter and returning it to me.

Colbert Packaging Corporation,
an Indiana corporation

By: KSR
Its: CFO

Agreed and accepted this 26 day of Aug, 2010 by

Welch Properties of Elkhart, Inc.

By: M. Scullin
Its: Member

LEASE

THIS AGREEMENT, made as of December 15, 2010, by and between COLBERT-ELKHART LLC, an Indiana limited liability company (hereinafter called "Landlord"), and COLBERT PACKAGING CORPORATION, an Indiana corporation (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of the real estate described on Exhibit "A" attached hereto and commonly referred to 1511 Lusher, Elkhart, Indiana (hereinafter referred to as the "Premises").

WHEREAS, the parties hereto agree that such Premises shall be leased to Tenant upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEMISED PREMISES AND TERM

Landlord, in consideration of the rents and covenants hereinafter specified to be paid, kept and performed by Tenant, hereby demises and leases to Tenant, and Tenant hereby takes and hires from Landlord, the Premises described above.

To have and to hold the Premises upon the terms, conditions and covenants hereinafter set forth for a term commencing December 15, 2010, and expiring December 14, 2020 (the "Term"), unless extended or sooner terminated as hereinafter provided. The Term shall be automatically renewed for a ten (10) year period unless either party gives notice of termination to the other party at least thirty (30) days prior to the end of the Term. Any renewal shall be at a rental rate to be determined by the parties.

ARTICLE II
RENT

Section 1. Tenant covenants to pay Landlord monthly base rent, over and above the other and additional payments to be made by Tenant as hereinafter provided, in the amount of Twenty Thousand Dollars (\$20,000.00) per month (said monthly base rent being hereinafter referred to as "Rent"):

Rent shall be payable in advance on the 1st day of each month during the Term hereof, to Landlord at 28355 N. Bradley Road, Lake Forest, IL 60045, or at such other place as Landlord may from time to time direct by written notice to Tenant.

Section 2. It is the intention of the parties that Rent shall be paid to Landlord absolutely without any deduction whatever. Accordingly, if at any time during the Term hereof, under the laws of the State of Indiana or a political subdivision thereof, a tax or excise on rents or other tax, however described, is levied or assessed by said state or a political subdivision thereof against Landlord or on Rent, as a substitute in whole or in part for taxes assessed or imposed by said state or any of its political subdivisions on land and buildings or on land or buildings, Tenant covenants to pay and discharge such tax or excise on rents or other tax before any fine, penalty, interest, or cost may be added thereto for the nonpayment thereof, and Tenant covenants to furnish Landlord with original receipts, or photostatic copies or duplicate originals thereof, evidencing payment of such tax or excise on rents, or other tax, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof. Furthermore, Rent shall not abate for any reason during the Term of this Lease, notwithstanding the fact that the Premises may be untenable.

Section 3. All amounts payable by Tenant to Landlord under other articles of this Lease shall be deemed "Additional Rent" and shall be payable at the times specified in those articles in the same manner as Rent.

ARTICLE III
NET LEASE

Section 1. This Lease is a net lease and Rent and Additional Rent and all other sums payable hereunder to or on behalf of Landlord shall be paid without notice or demand, and without set-off, counterclaim, abatement, suspension, deduction or defense, provided, that said restrictions shall not derogate nor eliminate Tenant's rights to enforce this Lease in accordance with its terms nor to enter a defense to a claim under this Lease in any action at law or in equity.

Section 2. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease or be entitled to the abatement of any Rent or any reduction thereof, nor shall the obligations hereunder of Tenant be otherwise affected, by reason of any damage to or the destruction of all or any part of the Premises from whatever cause, the prohibition, limitation or restriction of Tenant's use of the Premises, or the interference with such use by any person or corporation, or for any other causes, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that Rent and Additional Rent reserved hereunder shall continue to be payable in all events and the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease, provided that the foregoing shall not derogate nor eliminate

Tenant's rights to enforce this Lease in accordance with its terms nor to enter a defense to a claim under this Lease in any action at law or in equity.

ARTICLE IV
TAXES AND UTILITY CHARGES

Section 1. Tenant covenants to pay, before any fine, penalty, interest, or cost may be added thereto for the non-payment thereof, all real estate taxes, assessments, water rates and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits (all of which taxes, assessments, water rates or charges, levies, and other governmental charges are hereinafter referred to as impositions), that are assessed, levied, confirmed, or imposed, or that become a lien upon or become payable in respect of the Premises during the Term. If by law any such imposition is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments before the same respectively become due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment. Any imposition relating to a fiscal period of the taxing authority, a part of which period is included within the Term of this Lease and a part of which is included in a period of time either before the commencement or after the termination of this Lease, whether or not such imposition shall be assessed, levied, confirmed, imposed, or become a lien upon the Premises, or shall become payable, during the Term of this Lease, shall be adjusted as between Landlord and Tenant, so that Landlord shall pay that proportion of such imposition which that part of such fiscal period

included in the period of time either before the commencement or after the termination of this Lease bears to such fiscal period and Tenant shall pay the remainder thereof.

Section 2. Nothing in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy, or transfer tax of Landlord, or any income tax, excess profits or revenue tax, or any other tax, assessment, charge, or levy upon the Rent payable by Tenant under this Lease except to the extent provided in Article II.

Section 3. Tenant may request that any such imposition be paid under protest, and if it shall elect to procure a refund of all or any part of such imposition so paid, may, at its own expense, take such action as it deems appropriate and any such action may be taken, filed, instituted, and prosecuted in the name of Tenant or Landlord. In the event that Tenant, as a result of any such action, shall recover any sums in the name of Landlord, such sums shall belong to Tenant. Tenant may also, in Landlord's name, appeal the assessment of the Premises by appropriate proceedings.

Section 4. Provided that consent of the holder of any mortgage on the leased real estate is first obtained, Tenant shall not be required to pay, discharge, or remove any such imposition so long as it shall proceed to contest the validity or amount thereof by appropriate legal proceedings that shall operate to prevent the collection of the imposition so contested, or the sale of the Premises, or any part thereof, to satisfy the same, or to prevent the appointment of a receiver because of the non-payment of any such imposition; provided that Tenant, before such imposition shall become delinquent, shall give notice to Landlord of the intention of Tenant to contest the same, such notice to specify the amount to be contested, and, at the time of giving such notice, shall deposit with Landlord cash in an amount equal to one hundred twenty-five percent (125%) of the unpaid portion of such

imposition. While such legal proceedings are pending and Tenant is not in default with respect to any of the deposits provided for in this article, Landlord shall not have the right to pay, remove, or discharge the imposition so contested. Tenant, in making the deposits provided for in this article, shall be entitled to credit for any sums on deposit with the public authorities on account of the imposition so contested if such sums have been deposited under conditions that will insure that such sums will be applied toward the payment of such imposition. If the amount at any time on deposit with Landlord on account of any imposition so contested shall be less than one hundred twenty-five percent (125%) of such unpaid imposition, together with the penalties, interest, and other charges accrued thereon, Tenant, upon demand of Landlord, shall deposit with Landlord additional cash in the amount of such difference. Tenant shall have the right to cause the funds so deposited, or any part thereof, to be deposited with or paid to the public authorities on account of any such imposition or to be appropriated as security for any bond required in order to enable Tenant to effectively prosecute such contest. If Tenant, after making such deposit, shall fail to continue to contest the unpaid portion of such imposition by appropriate legal proceedings that shall operate to prevent the collection thereof or the sale or forfeiture of the Premises, or any part thereof, to satisfy the same, or to prevent the appointment of a receiver because of the non-payment thereof, Landlord shall apply such deposit to the payment of such imposition, together with accrued penalties, interest, and other charges, in such manner and at such time as Landlord shall determine. If the sums deposited with Landlord pursuant to this article shall be insufficient to pay the unpaid portion of such imposition, together with penalties, interest, and other charges, Landlord may pay the balance thereof, and such payment with interest thereon at the rate of prime plus two

percent (2%) per annum shall be so much additional rent due from Tenant to Landlord at the next rental payment day following such payment.

Upon the payment in full of the amount finally determined to be due and payable, including interest, penalties, and costs, with respect to any imposition or installment thereof that has been contested as provided in this article, any balance of the funds deposited under this Section as a condition to the right to prosecute such contest and not utilized in effecting such payment shall be paid to Tenant.

Section 5. Tenant shall be entitled to any refund of any such imposition and penalties or interest thereon which have been paid by Tenant or which have been paid by Landlord and for which Landlord has been fully reimbursed by Tenant.

Section 6. Tenant covenants to pay all public and private charges for water, electricity, gas, telephone and other utility services used in or upon the Premises from and after the date of this Lease.

ARTICLE V USE

Section 1. Tenant shall have the right to use and occupy the Premises for light manufacturing, warehousing and general office purposes and related uses.

Section 2. Tenant, in the use and occupation of the Premises and in the prosecution or conduct of any business therein, shall comply with all requirements of all laws, orders, ordinances, rules, and regulations of the federal, state, county, and municipal or other governmental or quasi-governmental authorities having jurisdiction and with any direction or certificate of occupancy issued pursuant to any law by any public officer or officers. Tenant covenants that it will not use or permit to be used any part of the Premises

for any dangerous, noxious, or offensive trade or business, and will not cause or maintain any nuisance in, at, or on the Premises.

ARTICLE VI
INSURANCE AND INDEMNITY

Section 1. Tenant shall, at its sole cost and expense, at all times during the Term of this Lease provide and keep in full force and effect fire and extended coverage insurance with a replacement cost endorsement, if available, in an amount equal to the full replacement cost of the Premises and personal property together with such other coverages as Landlord may reasonably require.

Section 2. Tenant shall also, at its sole cost and expense from the date of this Lease, maintain general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Premises, such insurance to afford protection to the limit of not less than \$2,000,000 with respect to injury or death to a single person, to the limit of not less than \$2,000,000 with respect to any one accident, and to the limit of not less than \$9,000,000 with respect to property damage.

Section 3. All insurance policies required to be provided and kept in full force and effect under the terms of this Article VI shall be issued by insurance companies acceptable to Landlord, shall name both Landlord and Tenant as insureds and shall provide for payment of loss thereunder to Landlord and Tenant as their respective interests may appear. All policies of insurance shall, to the extent obtainable, provide that any loss shall be payable to Landlord notwithstanding any act or negligence of Tenant which might otherwise result in a forfeiture of said insurance. All policies of insurance required hereunder shall be endorsed to provide that they shall not be cancelled without thirty (30)

days' prior written notice to Landlord. Tenant shall deliver to Landlord duplicate original policies or certificates of insurance for each insurance coverage required hereunder so that Landlord shall always have in its possession evidence that all required insurance coverage is in force. Landlord may require Tenant to procure additional insurance, as Landlord, in its sole discretion, deems necessary.

Section 4. Tenant agrees to pay, and to protect, defend, indemnify and save harmless Landlord from and against, any and all liabilities, damages, costs, expenses (including, but not limited to, any and all attorneys' fees and expenses of Landlord), causes of action, suits, claims, demands or judgments or any nature whatsoever arising from (i) any work or thing done during the Term in, on or about the Premises or any part thereof, (ii) injury to or death of persons, or damage to property, during the Term on the Premises or upon adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways, or in any manner growing out of or connected with the use, non-use, conditions, possession, operation, maintenance, management or occupation of the Premises, or resulting from the condition thereof or of adjoining sidewalks, streets, alleys, curbs, vaults, spaces or way, excepting however, any such injury, death or damage as may be the result of Landlord's negligence, provided that such negligence is determined by a court of competent jurisdiction, (iii) any negligence on the part of Tenant or any of its agents, contractors, servants, employees or invitees, (iv) any litigation to which Landlord is made a party, without its fault, commenced by or against Tenant, and any litigation arising from Tenant's use or occupancy of the Premises and (v) violation of any agreement or condition of this Lease, or of any conditions, agreements, restrictions, statutes, charters, laws, rules, orders, ordinances or regulations affecting the Premises or the ownership, occupancy or use thereof.

ARTICLE VII
REPAIRS AND MAINTENANCE

Section 1. During the Term of this Lease, Tenant, at its expense, shall maintain, repair and replace all parts of the Premises including, without limitation, the building, the roof, the exterior walls, the structural elements and the exterior and interior of the Premises, the driveways and parking areas, and all portions of the heating, electrical, sprinkler and plumbing systems (unless maintained by the municipality or other utility provider).

Section 2. Tenant shall not suffer or permit any mechanic's lien to be filed against the Premises or any part thereof by reason of work, labor, services, or materials performed or supplied or claimed to have been performed or supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same. Any amount paid by Landlord in procuring the discharge of such lien and all necessary disbursements in connection therewith, with interest thereon at the rate of prime plus two percent (2%) per annum from the date of payment, shall be repaid by Tenant to Landlord on demand.

Section 3. Provided that the consent of the holder of any mortgage on the Premises is first obtained, Tenant shall have the right to contest any such lien or liens

provided that, within thirty (30) days after any such lien attaches to the Premises, it shall give notice to Landlord of its intention to contest the same, such notice to specify the amount of the lien or liens to be contested, and provided that, at the time of giving such notice, Tenant shall deposit with Landlord a sum equal to one hundred fifty percent (150%) of the amount of the lien or liens to be contested, and provided further that Tenant shall proceed to contest the validity or amount of such lien or liens by appropriate legal proceedings. While such legal proceedings are pending and Tenant is not in default with respect to any of the deposits provided for in this Article VII, Landlord shall not have the right to pay, remove, or discharge any such lien so contested. If Tenant after making such deposit shall fail to continue to contest the validity or amount of any such lien by appropriate legal proceedings which shall operate effectively to remove such lien from the Premises, Landlord shall apply such deposit to the payment of such lien and any accrued interest, or other charges in connection therewith, in such manner and at such time as Landlord shall determine and the balance, if any, shall be paid to Tenant. If the sums deposited with Landlord pursuant to this section shall be insufficient to pay such lien or liens and accrued interest, court costs, reasonable attorneys' fees, or other charges in connection therewith, Landlord may pay the balance thereof, and such payment with interest thereon at the rate of prime plus two percent (2%) per annum from the date of payment by Landlord if written demand therefore is made within ten (10) days after payment (or from the date of the written demand, if demand is made more than ten (10) days after payment) shall be repaid by Tenant to Landlord.

ARTICLE VIII **ALTERATIONS**

Section 1. The Premises shall not be encumbered, transferred, removed or materially altered, except as permitted by this Lease. Upon the termination of this Lease, by lapse of time or otherwise, the Premises and all other improvements shall automatically become the absolute property of Landlord, and shall be deemed to be attached to and made a part of the Premises, without the payment of any additional consideration therefor.

Section 2. Tenant shall have the right to make alterations or additions to the Premises only after first procuring Landlord's written consent. Before any contract is let or any work done or any material delivered on the Premises, Tenant shall furnish to Landlord plans, specifications and indemnification against liens, costs, damages and expenses of all kinds, all of which must be satisfactory to Landlord. Tenant agrees to make such alterations or additions in conformity with all applicable building laws, ordinances and regulations, and in conformity with the approved plans.

Section 3. Tenant shall comply at its sole cost and expense with all federal, state, county, municipal and other governmental statutes, charters, laws, rules, orders, regulations, ordinances and requirements affecting the Premises and the occupancy, operation or use thereof, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, charters, laws, rules, orders, regulations, ordinances and requirements which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

Section 4. The provisions of Section 4 of Article VI shall apply to all work done under the provisions of this article by Tenant.

ARTICLE IX **DAMAGE BY FIRE**

In the event the Premises shall be damaged or destroyed by fire or other casualty, Tenant shall promptly repair, restore or rebuild the Premises to the same condition as existed immediately prior to such damage. Tenant agrees to perform such repairs, restoration or rebuilding in conformity with all applicable building laws, ordinances and regulations. The proceeds of fire and extended coverage insurance covering the Premises shall be made available to Tenant to pay for this repair, restoration and rebuilding.

ARTICLE X CONDEMNATION

If, during the Term either the entire Premises shall be taken as a result of the exercise of the power of eminent domain, or a portion of the Premises taken, and the remaining portion cannot be practicably rehabilitated to permit substantial business operations by Tenant thereon, this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such eminent domain proceeding. However, the foregoing shall not be deemed to adversely affect Tenant's rights to recover for the loss of the leasehold interest or Premises as a result of such condemnation. Any award granted for such condemnation shall be equitably divided in the following order: (a) Landlord shall first be compensated for the loss of the land; (b) Landlord shall be compensated for the loss of the Premises; (c) Tenant shall receive compensation for the leasehold interest; (b) the balance, if any, shall belong to Landlord. In the event such equitable division cannot be agreed upon, such division shall be by arbitration as herein provided.

If, during the Term a portion of the Premises is taken and this Lease is not terminated as herein provided, this Lease shall, upon vesting of title in the eminent domain

proceeding, terminate as to the portion of the Premises so taken, except nothing herein shall adversely affect the Tenant's right to recover for the loss of its leasehold interest. The Tenant in such case shall have the right to use all compensation awarded or paid for such taking (including compensation for loss of both the freehold and leasehold estates) to restore that portion of the Premises not taken to a complete architectural unit, for the use and occupancy of Tenant as expressed in this Lease. If the total compensation awarded exceeds the amount necessary to repair the Premises, the balance of the award, after all repairs are made, shall be paid to Landlord.

ARTICLE XI **QUIET ENJOYMENT**

The Premises is leased subject to the existing state of the title thereto as of the date of this Lease, , all easements, covenants, conditions and restrictions of record, if any; general taxes; special assessments, if any; all encroachments thereon or of improvements thereon over any street or adjoining property, if any; any state of facts which an accurate survey or physical inspection thereof might show; all zoning regulations, restrictions, rules and ordinances; and all building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having or acquiring jurisdiction. Tenant represents and acknowledges that it has examined and familiarized itself with the state of title to the Premises immediately prior to the commencement of the Term and Tenant has found such title to be satisfactory. Landlord represents to Tenant that, so long as Tenant performs its obligations under this Lease, Tenant shall peaceably have and enjoy the Premises free from hindrance by anyone claiming by or through Landlord for the Term of this Lease.

ARTICLE XII
SURRENDER OF POSSESSION

Section 1. Tenant shall, upon termination of this Lease for any reason whatsoever, surrender to Landlord the Premises and fixtures upon the Premises, together with all alterations and replacements thereof, in good order, condition, and repair except for reasonable wear and tear.

Section 2. Tenant covenants and agrees to pay, and to indemnify Landlord against, all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining possession of the Premises after default of Tenant or if the Tenant holds over wrongfully after the expiration or earlier termination of the Term or in enforcing any covenant or agreement of Tenant in this Lease contained.

Section 3. All alterations, additions, improvements and fixtures of a permanent nature (other than Tenant's signs, trade fixtures and equipment) made or installed by Tenant shall be the property of Landlord and shall not be removed upon termination of this Lease.

ARTICLE XIII
DEFAULTS AND REMEDIES

Section 1. If, during the Term, (a) Tenant shall make an assignment for the benefit of creditors, or (b) a voluntary petition be filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement, or satisfaction of the liabilities of Tenant or to which any property of Tenant may be subject or the reorganization (other than a reorganization not involving the liabilities of Tenant) or liquidation of Tenant, or (c) an involuntary petition be filed against Tenant under any law having for its purpose the

adjudication of Tenant a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement, or satisfaction of the liabilities of Tenant or to which any property of Tenant may be subject or the reorganization (other than a reorganization not involving the liabilities of Tenant) or liquidation of Tenant and such petition is not dismissed within ninety days, or (d) a permanent receiver be appointed for the property of Tenant by reason of the insolvency or alleged insolvency of Tenant, or (e) a temporary receiver be appointed for the property of Tenant by reason of the insolvency or alleged insolvency of Tenant and such temporary receiver is not discharged or removed within ninety (90) days, or (f) any department of the state or federal government or any officer thereof, duly authorized (other than as provided in (d) and (e) above), shall take possession of the business or property of Tenant by reason of the insolvency or alleged insolvency of Tenant, or (g) Tenant is adjudicated a bankrupt, the occurrence of any such contingency shall be deemed a breach of this Lease and Landlord, at its option, may terminate this Lease and upon such termination Tenant will quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

Section 2. If, during the Term of this Lease, (a) Tenant shall default in fulfilling any of the covenants of this Lease (other than the covenants for the payment of the Rent, additional rent, or other charges payable by Tenant hereunder), or (b) the Premises shall be used for any unlawful business, or (c) the Premises shall be left vacant or unoccupied or be deserted for a period of thirty (30) days, or (d) this Lease shall be assigned or transferred otherwise than as permitted herein or shall by operation of law pass to or devolve upon any third party (except any personal representative or distributee of a deceased individual assignee of this Lease), Landlord shall give to Tenant notice of any

such default or of the happening of any contingency referred to in this section, and if at the expiration of thirty (30) days after the service of such notice the default or the happening of the contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency that cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, Tenant's time to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence), Landlord at its option may, if the default may be cured by a payment of money, cure such default and collect the payment made from Tenant as additional rent or may terminate this Lease and upon such termination Tenant will quit and surrender the Premises to Landlord but Tenant shall remain liable as hereinafter provided.

Section 3. If Tenant shall be in default in the payment of the Rent or Additional Rent expressly reserved hereunder, or any part of the same, and such default shall continue for five (5) days, or shall make default in the payment of any item of additional rent or any other charge required to be paid by Tenant hereunder or any part of the same, and such default shall continue for fifteen (15) days, or if this Lease shall be terminated as provided in Section 1 or Section 2 of this Article, Landlord or Landlord's agents and servants may immediately or at any time thereafter reenter the Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and repossess and enjoy said premises

together with all additions, alterations, and improvements, without such reentry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by Tenant during the full term hereof. Upon the termination of this Lease by reason of the happening of any of the events described in Section 1, Section 2 or Section 3 of this Article, or in the event of the termination of this Lease by summary dispossession proceedings or under any provision of law now or at any time hereafter in force by reason of or based upon or arising out of a default under or breach of this Lease on the part of Tenant, or upon Landlord's recovering possession of the Premises in the manner or in any of the circumstances hereinbefore mentioned or in any other manner or circumstances whatsoever, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or breach of this Lease on the part of Tenant, Landlord shall use reasonable diligence to relet the Premises or such part or parts thereof as may be practicable, for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises, including legal expenses and attorneys' fees, and in putting the same into good order or condition or preparing or altering the same for re-rental, and all other expense, commissions, and charges paid, assumed, or incurred by Landlord in or about reletting the premises, and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term originally granted or for a longer or shorter period. In any such case and whether or not the Premises, or any part thereof, be relet, Tenant shall pay to Landlord the Rent and all other charges required to be paid by Tenant up to the time of such termination of this Lease, or of such recovery of possession of the Premises by Landlord,

as the case may be, and thereafter, Tenant agrees to pay the equivalent of the amount of all the Rent reserved herein and all other charges required to be paid by Tenant, less the net avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the rent days above specified, that is to say, upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing. In any of the circumstances hereinbefore mentioned in which Landlord shall have the right to hold Tenant liable to pay to Landlord, upon the rent days herein specified, the equivalent of the amount of all the Rent and all other charges required to be paid by Tenant less the net avails of reletting, if any, Landlord shall have the election, instead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum representing, at the time of such termination of this Lease or of such recovery of possession of the Premises by Landlord, as the case may be, the then present worth of the excess, if any, of the aggregate of the Rent and all other charges payable by Tenant hereunder that would have accrued until the end of the Term over the aggregate rental value of the Premises during such Term.

ARTICLE XIV
ASSIGNMENT AND SUBLETTING

Tenant may sell, assign, sublet or convey its interest in this Lease only with the prior written consent of Landlord. Landlord's consent shall not be required for an assignment of this Lease to a corporation resulting from a merger, consolidation with or sale of substantially all of the assets of Tenant upon the following conditions:

(a) the total assets and net worth of such assignee after such consolidation, merger or sale shall be equal to or more than that of Tenant immediately prior to such consolidation, merger or sale;

(b) Tenant is not at such time in default hereunder; and

(c) such assignee shall execute an instrument in writing fully assuming all of the obligations and liabilities of the assignor hereunder, and deliver said instrument to the other party.

If the aforesaid conditions are satisfied, Tenant shall be discharged from any further liability hereunder.

ARTICLE XV
NO MERGER

There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

ARTICLE XVI
NOTICES

Any and all information, notices or demands herein required or provided for shall be delivered personally or sent in writing by overnight courier or United States registered or certified mail, postage prepaid, return receipt requested addressed as follows:

If to Landlord: Colbert-Elkhart LLC
 28355 N. Bradley Road
 Lake Forest, IL 60045

If to Tenant: Colbert Packaging Corporation
28355 N. Bradley Road
Lake Forest, IL 60045
Attn: Kraig Lang

a copy to: Sid Glick
Ray & Glick, Ltd.
611 S. Milwaukee, P. O. Box 400
Libertyville, Illinois 60048

Either party may at any time hereafter by giving written notice to the other party as above provided, change its address for notices or demands or the name of the person to whom notices or demands may be sent. All notices shall be deemed given when received, and the usual receipt shall be evidence of delivery.

ARTICLE XVII
SUBORDINATION

This Lease and the rights of those claiming by, under or through Tenant shall be subject and subordinate to the lien of any first mortgage now or hereafter existing against the Premises, and to all advances made or hereafter made upon the security thereof. In the event of the foreclosure of any such mortgage, Tenant shall attorn to such first mortgagee as Tenant's Landlord under this Lease. However, Tenant's right of possession and this Lease shall not be subordinate to and such first mortgage unless an agreement is secured from the holder of such mortgage by the terms of which the holder agrees on behalf of itself, its heirs, successors and assigns that, so long as Tenant is not in default in the performance of its obligations under this Lease beyond any applicable grace period, Tenants right of possession of the Premises shall not be disturbed and this Lease shall not be terminated nor shall Tenant be named or joined as a party defendant in any suit, action or proceeding to enforce such mortgage by eviction, foreclosure, or otherwise.

ARTICLE XVIII
MISCELLANEOUS

Section 1. The parties hereto agree that all of the terms, covenants and provisions hereof shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective grantees, successors and assigns.

Section 2. The headings of the articles of this Lease are for convenience only and do not define, limit or construe the contents of the articles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

COLBERT-ELKHART LLC, an Indiana limited liability company

By: David P. Gentile
Its: Managing Member

TENANT:

COLBERT PACKAGING CORPORATION, an Indiana corporation

By: KRS
Its: VICE PRESIDENT

EXHIBIT A

LEGAL DESCRIPTION

Lots Numbered 22 through 30 inclusive, and the North half (N ½) of the vacated alley adjacent to the South of said Lots; and Lots Numbered 120 through 127 inclusive, and the South half (S ½) of the vacated alley immediately North of said Lots, all as the said Lots are known and designated on the recorded Plat of Markel's First Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 21 in the Office of the Recorder of Elkhart County, Indiana.

ALSO; A tract of land in the Northeast Quarter (NE ¼) of Section 18, Township 37 North, Range 5 East, in the City of Elkhart, Elkhart County, Indiana, said tract being the vacated Lots Numbered 31 to 39 inclusive, and 110 to 119 inclusive, as shown on the recorded Plat of Markel's First Addition to said City; said Plat being recorded in Deed Record 116, page 21 in the Office of the Recorder of Elkhart County, Indiana; Also the vacated alleys adjacent to said vacated Lots, all being more particularly described as follows:

Commencing at the Northwest corner of Fieldhouse Avenue and Fifteenth Street (said corner also being the Southeast corner of Lot Numbered 120 in said Addition; thence West 40 feet to the Southwest corner of said Lot 120 for the place of beginning; thence Northwardly parallel with the West line of said Fifteenth Street, 140.25 feet to the center of a vacated alley; thence Westwardly along the center of said vacated alley, 40 feet; thence Northwardly parallel with the West line of said Fifteenth Street, 140.25 feet to the South line of West Lusher Avenue; thence Westwardly along the South line of said West Lusher Avenue, 374 feet; thence Southwardly parallel with the West line of said Fifteenth Street, 280.5 feet to the North line of said Fieldhouse Avenue; thence Eastwardly along the North line of said Fieldhouse Avenue, 414 feet to the place of beginning.

Common Address: 1511 W. Lusher Avenue, Elkhart, Indiana

Tax Key Nos:	20-06-18-226-017-000-012	20-06-18-202-009-000-011
	20-06-18-226-016-000-012	20-06-18-202-008-000-011
	20-06-18-226-015-000-012	20-06-18-202-007-000-011
	20-06-18-226-013-000-012	20-06-18-202-006-000-011
	20-06-18-226-012-000-012	
	20-06-18-226-011-000-012	
	20-06-18-226-007-000-012	
	20-06-18-226-006-000-012	
	20-06-18-226-014-000-012	
	20-06-18-226-005-000-012	
	20-06-18-226-004-000-012	
	20-06-18-226-003-000-012	
	20-06-18-226-002-000-012	
	20-06-18-226-001-000-012	

M A T E R I A L S A F E T Y D A T A S H E E T

(METRING ROLLER CLEANER)

Page: 1

PRODUCT NAME: MRC (METRING ROLLER CLEANER)

HMIS CODES: H F R P

PRODUCT CODE: A931

1 2 0 3

CHEMICAL NAME: METERING ROLLER CLEANER

===== SECTION I - MANUFACTURER IDENTIFICATION =====

MANUFACTURER'S NAME: PRINTERS' SERVICE

ADDRESS : 26 Blanchard Street
Newark, New Jersey 07105

EMERGENCY PHONE : 1-800-424-9300

LAST REVISION : 06/18/97

INFORMATION PHONE : 1-973-589-7800

DATE REVISED : 08/24/98

PREPARER : ENVIRONMENTAL DEPT.

===== SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION =====

REPORTABLE COMPONENTS	CAS NUMBER	VAPOR PRESSURE mm Hg @ TEMP	WEIGHT PERCENT
* METHYLENE CHLORIDE	75-09-2	350 mmHg 20 C	70 - 80%
PEL 25ppm: TLV 50ppm // LD50 2.136g/kg; LC50 88g/m3/0.5hr			
* XYLENE	1330-20-7	5.1 mmHg 20 C	10 - 20%
PEL 100ppm: TLV 100ppm // LD50 5.2g/kg; LC50 6350ppm/4hr			
ISOPROPANOL 99%	67-63-0	37 mmHg 20 C	10 - 20%
PEL 400ppm: TLV 400ppm // LD50 5.84g/kg; LC50 12000ppm/8hr			

* Indicates chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372. CAS# 1330-20-7 Contains approximately 20% ETHYLBENZENE (CAS# 100-41-4), which has a PEL of 125 PPM and a TLV of 100 PPM, ETHYLBENZENE is subject to the requirements of section 313 OF SARA TITLE III.

===== SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS =====

BOILING POINT : 103 F	SPECIFIC GRAVITY (H2O=1): 1.12
VAPOR DENSITY : 2.9 (air = 1)	VAPOR PRESSURE : 243 mmHg
EVAPORATION RATE : 9.2(n-Butyl Acet.=1)	VOC : 2.76 lb/gal
PHOTOREACTIVE : YES	H2O SOLUBILITY : MISCIBLE
VOLATILES : 100%	APPEARANCE : CLEAR
PHYSICAL STATE : LIQUID	ODOR : STRONG CHLORINATED

===== SECTION IV - FIRE AND EXPLOSION HAZARD DATA =====

FLASH POINT : None to boiling METHOD USED: TCC

FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: 1.0 UPPER: 12

EXTINGUISHING MEDIA: CARBON DIOXIDE, FOAM, OR DRY POWDER (WATER MAY BE INEFFECTIVE)

SPECIAL FIREFIGHTING PROCEDURES : KEEP CONTAINER COOL. CONTROL COOLING WATER SINCE IT MAY TEND TO SPREAD BURNING MATERIAL.

UNUSUAL FIRE AND EXPLOSION HAZARDS: IF BOILING POINT OF SOLVENT IS REACHED, THE CONTAINER MAY RUPTURE EXPLOSIVELY AND IF IGNITED, GENERATE A FIREBALL.

===== SECTION V - REACTIVITY DATA =====

STABILITY: YES IF NO CONDITIONS:

INCOMPATIBILITY (MATERIALS TO AVOID): YES

IF YES WHICH ONE(S): STRONG OXIDIZER

HAZARDOUS DECOMPOSITION OR BYPRODUCTS: CARBON DIOXIDE, CARBON MONOXIDE, HYDROGEN CHLORIDE, AND PHOSGENE ON HEATING

HAZARDOUS POLYMERIZATION: NONE

===== SECTION VI - HEALTH HAZARD DATA =====

INDICATIONS OF EXPOSURE:

HEALTH RISKS AND SYMPTOMS OF EXPOSURE: HEADACHE, DIZZINESS, NAUSEA, VERY HIGH LEVELS OF VAPORS COULD CAUSE UNCONSCIOUSNESS, IRRITATION OF THE MUCOUS MEMBRANE

EYE CONTACT AND SYMPTOMS OF EXPOSURE: REDNESS OR BURNING SENSATION.

SKIN HEALTH RISKS AND SYMPTOMS OF EXPOSURE: REDNESS, ITCHING, IRRITATION ON OVEREXPOSURE.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: SEVERE GASTROINTESTINAL IRRITATION, NAUSEA, VOMITING AND DIARRHEA.

M A T E R I A L S A F E T Y D A T A S H E E T
(METRING ROLLER CLEANER)

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EMERGENCY AND FIRST AID PROCEDURES

IF IN EYES: FLUSH WITH WATER FOR 15 MIN. LIFT UPPER AND LOWER EYE LIDS. SEE A DOCTOR.

IF ON SKIN: WASH WITH SOAP AND WATER.

IF INHALED: REMOVE TO FRESH AIR. IF UNCONSCIOUS. USE ARTIFICIAL RESPIRATOR.

IF INGESTED: DO NOT INDUCE VOMITING. SEE DOCTOR IMMEDIATELY TO PUMP STOMACH.

HEALTH HAZARDS (ACUTE AND CHRONIC):

EFFECT OF CHRONIC EXPOSURE: PROLONGED HIGH VAPOR EXPOSURE MAY CAUSE LIVER, KIDNEY, BLOOD, AND EYE PROBLEMS.

EFFECT OF ACUTE EXPOSURE: NONE

IN ALL CASES OF EMERGENCY AND FIRST AID, WE STRONGLY RECOMMEND A DOCTOR BE SEEN**CARCINOGENICITY:** NTP CARCINOGEN: No IARC MONOGRAPHS: Yes (animal) OSHA REGULATED: An
IMAL**MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE:** DERMATITIS

===== SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE =====

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: VENTILATE AREA. KEEP AWAY FROM STRONG OXIDIZERS, HEAT, SPARKS OR OPEN FLAMES. PREVENT SPILL FROM SPREADING BY USING AN INERT MATERIAL, SUCH AS SAND, AS A DAM.~~KEEP OUT OF ALL WATERWAYS OR WATER DRAINS. DO NOT FLUSH AREA WITH WATER. FOR SMALL SPILLS USE ABSORBENT PADS. FOR LARGE SPILLS,~~~~CALL A SPILL RESPONSE TEAM. IF REQUIRED, CONTACT STATE/LOCAL AGENCIES.~~**WASTE DISPOSAL METHOD:** PRODUCT SOAKED ABSORBENT SHOULD BE PLACED IN SEALED METAL DRUMS FOR DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING:** KEEP AWAY FROM STRONG OXIDIZERS, HEAT, SPARKS AND OPEN FLAMES. DO NOT CUT OR DRILL INTO AN EMPTY CONTAINER IN ANY WAY THAT MIGHT GENERATE A SPARK. SOLVENT RESIDUE IN THE CONTAINER COULD IGNITE AND CAUSE AN EXPLOSION. KEEP CONTAINER TIGHTLY CLOSED AND OUT OF THE WEATHER.**OTHER PRECAUTIONS:** WE RECOMMEND THAT CONTAINERS BE EITHER PROFESSIONALLY RECONDITIONED FOR REUSE OR PROPERLY DISPOSED OF BY REPUTABLE FIRMS TO HELP REDUCE THE POSSIBILITY OF AN ACCIDENT. DISPOSAL OF CONTAINERS SHOULD BE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. "EMPTY" DRUMS SHOULD NOT BE GIVEN TO INDIVIDUALS.

===== SECTION VIII - CONTROL MEASURES =====

EXPOSURE CONTROL AND PERSONAL PROTECTION:**RESPIRATORY PROTECTION:** IF TLV IS EXCEEDED USE A GAS MASK WITH APPROPRIATE CARTRIDGES, CANNISTER OR SUPPLIED AIR EQUIPMENT.**VENTILATION:** IF NORMAL VENTILATION IS INADEQUATE USE ADDITIONAL SYSTEMS, ESPECIALLY LOCAL VENTILATION. IF THE VAPOR LEVEL CAN APPROACH THE LEL - LOWER EXPLOSION LIMIT, USE EXPLOSION PROOF SYSTEMS.**PROTECTIVE GLOVES:** USE SOLVENT RESISTANT GLOVES.**EYE PROTECTION:** USE SAFETY GLASSES OR GOGGLES.**OTHER PROTECTIVE EQUIPMENT OR CLOTHING:** NONE.**WORK/HYGIENIC PRACTICES:** WASH SKIN/CLOTHES IF THEY COME IN CONTACT WITH THE PRODUCT. DO NOT WEAR CLOTHING WET WITH THE PRODUCT.

===== SECTION IX - SHIPPING INFORMATION =====

GROUND SHIPMENT.**UN No** : NA 1993**D.O.T HAZARD CLASSIFICATION:** COMBUSTIBLE LIQUID- N.O.S.

===== SECTION X - DISCLAIMER =====

THE INFORMATION AND RECOMMENDATIONS HEREIN HAVE BEEN COMPILED FROM OUR RECORDS AND OTHER SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, GUARANTY OR REPRESENTATION IS MADE BY PRINTERS' SERVICE AS TO THE SUFFICIENCY OF ANY REPRESENTATION. THE ABSENCE OF DATA INDICATES ONLY THAT THE DATA IS NOT READILY AVAILABLE TO US. ADDITIONAL SAFETY MEASURES MAY BE REQUIRED UNDER PARTICULAR OR EXCEPTIONAL CONDITIONS OF USE. WITH REGARD TO THE MATERIALS THEMSELVES, PRINTERS' SERVICE MAKES NO WARRANTY OF ANY KIND WHATEVER, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Colbert Packaging Corporation 12 Month Rolling VOC and HAPS Emissions 2005

Volatile Organic Compound (VOC) Emissions

Month	Prior Year Emissions 2004	Previous 11 Months Total Emissions (Pounds)	Current Month Emissions (Pounds) 2005	Total 12 Month Period Emissions (Pounds)	Total 12 Month Period Emissions (tons)
JAN	0.00	0.00	724.55	724.55	0.36
FEB	0.00	724.55	692.95	1417.50	0.71
MAR	0.00	1417.50	796.30	2213.79	1.11
APR	0.00	2213.79	724.55	2938.34	1.47
MAY	0.00	2938.34	724.08	3662.42	1.83
JUN	0.00	3662.42	764.67	4427.09	2.21
JUL	0.00	4427.09	692.95	5120.04	2.56
AUG	0.00	5120.04	796.30	5916.34	2.96
SEP	0.00	5916.34	724.55	6640.88	3.32
OCT	0.00	6640.88	724.72	7365.60	3.68
NOV	0.00	7365.60	764.67	8130.27	4.07
DEC	0.00	8130.27	724.55	8854.82	4.43

Hazardous Air Pollutants (HAPS) Emissions

Month	Prior Year 2004	Previous 11 Months	Current Month	Total 12 Month	Prior Year 2004	Previous 11 Months	Current Month	Total 12 Month	Total 12 Month
	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	HAPS Emissions Pounds
JAN	0.00	0.00	14.73	14.73	0.00	0.00	3.16	3.16	17.88
FEB	0.00	14.73	14.40	29.13	0.00	3.16	3.09	6.24	35.37
MAR	0.00	29.13	16.36	45.49	0.00	6.24	3.51	9.75	55.24
APR	0.00	45.49	14.73	60.21	0.00	9.75	3.16	12.90	73.12
MAY	0.00	60.21	14.40	74.61	0.00	12.90	3.09	15.99	90.60
JUN	0.00	74.61	15.71	90.32	0.00	15.99	3.37	19.35	109.68
JUL	0.00	90.32	14.40	104.72	0.00	19.35	3.09	22.44	127.16
AUG	0.00	104.72	16.36	121.08	0.00	22.44	3.51	25.95	147.03
SEP	0.00	121.08	14.73	135.81	0.00	25.95	3.16	29.10	164.91
OCT	0.00	135.81	14.73	150.54	0.00	29.10	3.16	32.26	182.79
NOV	0.00	150.54	15.71	166.24	0.00	32.26	3.37	35.62	201.87
DEC	0.00	166.24	14.73	180.97	0.00	35.62	3.16	38.78	219.75

Colbert Packaging Corporation 12 Month Rolling VOC and HAPS Emissions 2006

Volatile Organic Compound (VOC) Emissions

Month	Prior Year Emissions 2005	Previous 11 Months Total Emissions (Pounds)	Current Month Emissions (Pounds) 2005	Total 12 Month Period Emissions (Pounds)	Total 12 Month Period Emissions (tons)
JAN	724.55	8130.27	809.95	8940.22	4.47
FEB	692.95	8247.27	742.51	8989.78	4.49
MAR	796.30	8193.48	825.32	9018.80	4.51
APR	724.55	8294.26	800.24	9094.49	4.55
MAY	724.08	8370.41	825.32	9195.73	4.60
JUN	764.67	8431.06	800.24	9231.30	4.62
JUL	692.95	8538.35	825.32	9363.67	4.68
AUG	796.30	8567.37	825.32	9392.69	4.70
SEP	724.55	8668.14	800.24	9468.38	4.73
OCT	724.72	8743.66	825.32	9568.98	4.78
NOV	764.67	8804.31	800.24	9604.55	4.80
DEC	724.55	8880.00	825.32	9705.32	4.85

Hazardous Air Pollutants (HAPS) Emissions

0

Month	Prior Year 2005	Previous 11.00 Months	Current Month	Total 12 Month	Prior Year 2005	Previous 11 Months	Current Month	Total 12 Month	Total 12 Month
	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	HAPS Emissions Pounds
JAN	14.73	166.24	14.73	180.97	3.16	35.62	3.51	39.13	220.10
FEB	14.40	166.57	14.73	181.30	3.09	36.04	3.16	39.20	220.50
MAR	16.36	164.93	16.36	181.30	3.51	35.69	3.51	39.20	220.50
APR	14.73	166.57	15.84	182.41	3.16	36.04	3.39	39.44	221.85
MAY	14.40	168.01	16.36	184.37	3.09	36.35	3.51	39.86	224.23
JUN	15.71	168.66	15.84	184.50	3.37	36.49	3.39	39.89	224.39
JUL	14.40	170.10	16.36	186.47	3.09	36.80	3.51	40.31	226.77
AUG	16.36	170.10	16.36	186.47	3.51	36.80	3.51	40.31	226.77
SEP	14.73	171.74	15.84	187.58	3.16	37.15	3.39	40.55	228.13
OCT	14.73	172.85	16.36	189.22	3.16	37.39	3.51	40.90	230.11
NOV	15.71	173.51	15.71	189.22	3.37	37.53	3.37	40.90	230.11
DEC	14.73	174.49	16.36	190.85	3.16	37.74	3.51	41.25	232.10

Colbert Packaging Corporation 12 Month Rolling VOC and HAPS Emissions 2007

Volatile Organic Compound (VOC) Emissions

Month	Prior Year Emissions 2006	Previous 11 Months Total Emissions (Pounds)	Current Month Emissions (Pounds) 2007	Total 12 Month Period Emissions (Pounds)	Total 12 Month Period Emissions (tons)
JAN	724.55	8895.38	809.95	9705.32	4.85
FEB	742.51	8962.81	823.27	9786.09	4.89
MAR	825.32	8960.77	952.55	9913.32	4.96
APR	800.24	9113.08	902.94	10016.02	5.01
MAY	825.32	9190.70	992.11	10182.81	5.09
JUN	800.24	9382.57	902.94	10285.51	5.14
JUL	825.32	9460.19	952.55	10412.74	5.21
AUG	825.32	9587.42	992.24	10579.66	5.29
SEP	800.24	9779.42	863.25	10642.67	5.32
OCT	825.32	9817.35	992.24	10809.59	5.40
NOV	800.24	10009.35	952.55	10961.90	5.48
DEC	825.32	10136.58	902.94	11039.52	5.52

Hazardous Air Pollutants (HAPS) Emissions

0

Month	Prior Year 2006	Previous 11.00 Months	Current Month	Total 12 Month	Prior Year 2006	Previous 11 Months	Current Month	Total 12 Month	Total 12 Month
	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Methylene Chloride Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	Xylene Emissions Pounds	HAPS Emissions Pounds
JAN	14.73	176.13	59.95	236.08	3.16	37.74	3.51	41.25	277.33
FEB	14.73	221.35	52.39	273.74	3.16	38.09	11.23	49.32	323.06
MAR	16.36	257.38	57.55	314.93	3.51	45.81	12.33	58.14	373.07
APR	15.84	299.09	54.56	353.65	3.39	54.75	11.69	66.44	420.09
MAY	16.36	337.28	59.95	397.24	3.51	62.93	12.85	75.78	473.02
JUN	15.84	381.40	54.56	435.95	3.39	72.39	11.69	84.08	520.03
JUL	16.36	419.59	57.55	477.15	3.51	80.57	12.33	92.90	570.05
AUG	16.36	460.78	59.95	520.74	3.51	89.40	12.85	102.25	622.98
SEP	15.84	504.90	52.16	557.06	3.39	98.85	11.18	110.03	667.08
OCT	16.36	540.69	59.95	600.65	3.51	106.52	12.85	119.37	720.01
NOV	15.71	584.94	57.55	642.49	3.37	116.00	12.33	128.34	770.83
DEC	16.36	626.13	54.56	680.69	3.51	124.83	11.69	136.52	817.21

JOB DESCRIPTION

Company: Colbert Packaging
Job Title: Production Manager

Date: May 1, 2005
Reviewed: February 19, 2008
Reviewed: February 1, 2010

SCHEDULE

Days: Monday - Friday, occasional weekends
Hours: 8:00am - 5:00 pm, or as necessary
Overtime: Frequent

VOCATIONAL

Physical Demand: Light
Pay Schedule: Salaried

KEY JOB DESCRIPTION

Overall responsibility for all plant supervisory and hourly production personnel and plant operations to ensure optimum plant productivity, attainment of safety and quality objectives, and compliance with Company policies, procedures and regulations.

ESSENTIAL JOB FUNCTIONS

Overall Responsibility to:

- Monitor & maintain optimum machine speeds throughout plant.
- Monitor & maintain optimum quality of goods produced throughout plant; recommend & implement quality improvement practices & programs.
- Monitor condition of machinery, equipment & department housekeeping
- Maintain optimum condition by ensuring maintenance performed when needed.
- Monitor & enforce safety rules, including use of PPE, safe working practices, safety procedures to minimize accident occurrences; attend monthly safety committee meetings. Investigate accidents/injuries & recommend preventative measures.
- Monitor plant conditions & practices to ensure compliance with all environmental and OSHA rules & regulations.
- Act as Emergency Response Coordinator & Evacuation Warden.
- Schedule jobs, preventative maintenance & repairs for plant machinery & equipment, in cooperation with Scheduling, to ensure optimum productivity and minimize machine down time.
- Maintain daily incident log.
- Monitor dept. attendance records; intervene as necessary to ensure employee compliance with attendance & punctuality requirements.
- Monitor & enforce adherence of plant personnel to Company rules & procedures, intervene when necessary in employee disputes, confrontations and/or complaints, counsel employees as necessary to resolve problems before they reach the disciplinary stage, complete Incident & Counseling Reports.
- Be dependable, on time to work, and at work consistently, including all overtime hours.
- Develop teamwork and positive relationships with co-workers.

Additional job functions may be added as necessary

Work in Conjunction With, and Assist Operations Manager to:

- Schedule placement of plant personnel and overtime work schedules for optimum efficiency and profitability of operations.
- Coordinate and communicate production related issues to all departments within the Company.
- Recommend and/or implement disciplinary action, complete disciplinary reports.
- Participate in grievance hearings, and formulate replies.
- Monitor personnel requirements throughout plant; recruit supervisory & hourly candidates, interview, make hiring & promotional decisions.
- Recommend & coordinate training for plant Supervisory personnel.
- Review Leave of Absence requests, approve/disapprove.
- Conduct annual performance evaluations for all Supervisory plant personnel; review all hourly production performance evaluations, contribute & amend as needed.
- Coordinate plant Supervisory personnel vacation schedules.
- Research & recommend new plant machinery & equipment.

As Needed:

Report to Human Resources dept. personnel-related issues and/or incidents.

Communicate with maintenance dept. on equipment & dept. conditions.

Attend pre- and post- production, staff & management meetings.

Coordinate and/or participate in Quality Improvement Teams.

Conduct department and plant meetings.

Visit customer sites.

Participate in decisions regarding plant equipment purchases.

Assist with new employee orientation & training.

Make EAP referrals when warranted.

Attend seminars & training sessions.

Research & develop new projects in cooperation with Design & Estimating depts.

Keep up to date on current technology and new products related to production of folding cartons & related areas.

Read training literature & newsletters.

Contribute quarterly column for Company Newsletter.

Qualifications:

Machine operating experience.

Technical knowledge of plant machines & equipment.

Mechanical aptitude.

Ability to manage, direct, motivate and communicate with a large number of employees.

Ability to read and write English.

Ability to perform basic mathematical computations including addition, subtraction, multiplication and calculate percentages.

Ability to work overtime whenever necessary.

Organizational skills.

Other requirements of this job include:

Meticulous attention to safety requirements.

Attention to matters of cleanliness, neatness and organization, including seeing that the plant is in the best possible condition at all times.

Flexibility, specifically the ability to do whatever is necessary within the plant to ensure its efficient operation and profitability.

A high degree of self-motivation and initiative.

EQUIPMENT, MACHINES, TOOLS, VEHICLES:

Computer, Printer, Fax Machine, Copier, Telephone, General Office Supplies, Hand Trucks (manual and battery), Grinder, Ream Cutter, Shredder, Compactor, Bander, Barrel Truck, Barcode Verifiers, Razor Blade, Micrometer, Densitometer, Hand Held Scanner, Loop, Magnifier, Black Light, Onsert Applicators, Tape Applicators, Paper Bander, Aerator, Baler, Plotter, Score Bender, Easy Press, Winch, Printing Presses, Cutting Presses, Gluers.

PPE: Hearing protection, Gloves, Safety glasses as needed.

ENVIRONMENTAL EXPOSURES

Inside: 100% Temperature Range: Ambient

CHEMICAL EXPOSURE: Glues & Adhesives, Solvents, Inks, Coatings.

JOB DESCRIPTION

Company: Colbert Packaging
Job Title: Printing Department Supervisor

Date: May 1, 2005
Rev: February 1, 2010

SCHEDULE

Days: Monday - Friday, occasional
weekends
Hours: 6:00am - 3:30 pm, or as necessary
Overtime: Frequent

VOCATIONAL

Physical Demand: Light
Pay Schedule: Salaried

KEY JOB DESCRIPTION

Overall responsibility for all Printing, Pre-press and Sheeting department personnel and operations to ensure optimum productivity, attainment of safety and quality objectives, and compliance with Company policies, procedures and regulations.

ESSENTIAL JOB FUNCTIONS

Overall Responsibility to:

- Monitor & maintain optimum machine speeds in Printing & Sheeting departments.
- Monitor & maintain optimum quality of goods produced in Printing, & Sheeting departments; recommend & implement quality improvement practices & programs.
- Monitor & maintain optimum scheduling of ink inventory from in-plant ink room.
- Monitor condition of machinery, equipment & department housekeeping maintain optimum condition by ensuring maintenance performed when needed.
- Monitor & enforce safety rules, including use of PPE, safe working practices, safety procedures to minimize accident occurrences; attend occasional safety committee meetings. Investigate accidents/injuries & recommend preventative measures.
- Monitor department conditions & practices to ensure compliance with all environmental and OSHA rules & regulations.
- Monitor department parts & supplies inventory; requisition when needed.
- Schedule jobs, preventative maintenance & repairs for department machinery & equipment, in cooperation with Scheduling, to ensure optimum productivity and minimize machine down time.
- Schedule placement of Printing/Sheeting dept. Maintain daily written incident log.
- Monitor dept. attendance records; intervene as necessary to ensure employee compliance with attendance & punctuality requirements.
- Monitor & enforce adherence of department personnel to Company rules & procedures, intervene when necessary in employee disputes, confrontations and/or complaints, counsel employees as necessary to resolve problems before they reach the disciplinary stage, complete Incident Reports.
- Communicate and meet with vendors regarding purchases, equipment, parts and material issues.

- Document production notes on attribute charts, enter notes & data in computer.
- Fill in for other Supervisory personnel and perform other duties within the plant as needed.
- Be dependable, on time to work and at work consistently, regular and overtime hours and weekends.
- Develop teamwork and positive relationships with co-workers.
- Adhere to all Company rules, policies and procedures.
- Adhere to all Quality Assurance policies and procedures.
- Meet all established standards of conduct and work performance.

Work in Conjunction With Plant Manager to:

Schedule placement of department personnel and overtime work schedules for optimum efficiency and profitability of operations.

Communicate production related issues to other departments within the Company.

Recommend and/or implement disciplinary action.

Monitor personnel requirements; interview, make hiring & promotional decisions.

Recommend & coordinate training for department personnel.

Review Leave of Absence requests, approve/disapprove.

Conduct performance evaluations for department personnel.

Coordinate department personnel vacation schedules.

Research & recommend new department machinery & equipment.

As Needed:

Assist with operation of Printing department machinery & equipment.

Report to Human Resources dept. personnel-related issues and/or incidents.

Participate in grievance and/or disciplinary meetings.

Communicate with maintenance dept. on equipment & dept. conditions.

Attend pre- and post- production, staff & management meetings.

Coordinate and/or participate in Quality Improvement Teams.

Conduct department meetings.

Visit customer sites.

Participate in decisions regarding department equipment purchases.

Assist with new employee orientation & training.

Make EAP referrals when warranted.

Attend seminars & training sessions.

Research & develop new projects in cooperation with Design, Pre-press, Customer Service & Estimating depts.

Keep up to date on current technology and new products related to pre-press and printing of folding cartons & related areas.

Read training literature & newsletters.

Fill in for absent Supervisory personnel.

Additional job functions may be added as necessary

Qualifications:

Printing Press operating experience.

Technical knowledge of printing machines & equipment.

Ability to manage, direct, motivate and communicate with a large

number of employees.

Ability to read and write English.

Ability to perform basic mathematical computations including addition, subtraction, multiplication and calculate percentages.

Ability to work overtime whenever necessary.

Organizational skills.

Be a team player.

Ability to multi-task under pressure.

First aid training.

Ability to use multiple computer programs including, but not limited to, Excel, Word, Outlook and Colbert Systems.

Other requirements of this job include:

Meticulous attention to safety requirements.

Attention to matters of cleanliness, neatness and organization, including seeing that the department is in the best possible condition at all times.

Flexibility, specifically the ability to do whatever is necessary within the plant to ensure its efficient operation and profitability.

A high degree of self-motivation and initiative.

Dependability, including being on time to work, and available to work consistently, including all overtime hours.

EQUIPMENT, MACHINES, TOOLS, VEHICLES:

Computer, Printer, Fax Machine, Copier, Telephone, General Office Supplies, Hand Trucks (manual and battery), Grinder, Ream Cutter, Shredder, Compactor, Bander, Barrel Truck, Barcode Verifiers, Razor Blade, Micrometer, Densitometer, Hand Held Scanner, Loop, Magnifier, Black Light, Aerator, Plotter, Platemaker, Printing Presses, Plates.

PPE: Hearing protection, Gloves, Safety glasses as needed.

ENVIRONMENTAL EXPOSURES

Inside: 100% Temperature Range: Ambient

CHEMICAL EXPOSURE: Solvents, Inks, Coatings.

JOB DESCRIPTION

Company: Colbert Packaging
Job Title: Production Manager

Date: May 1, 2005
Reviewed: February 19, 2008
Reviewed: February 1, 2010

SCHEDULE

Days: Monday - Friday, occasional weekends
Hours: 8:00am - 5:00 pm, or as necessary
Overtime: Frequent

VOCATIONAL

Physical Demand: Light
Pay Schedule: Salaried

KEY JOB DESCRIPTION

Overall responsibility for all plant supervisory and hourly production personnel and plant operations to ensure optimum plant productivity, attainment of safety and quality objectives, and compliance with Company policies, procedures and regulations.

ESSENTIAL JOB FUNCTIONS

Overall Responsibility to:

- Monitor & maintain optimum machine speeds throughout plant.
- Monitor & maintain optimum quality of goods produced throughout plant; recommend & implement quality improvement practices & programs.
- Monitor condition of machinery, equipment & department housekeeping
- Maintain optimum condition by ensuring maintenance performed when needed.
- Monitor & enforce safety rules, including use of PPE, safe working practices, safety procedures to minimize accident occurrences; attend monthly safety committee meetings. Investigate accidents/injuries & recommend preventative measures.
- Monitor plant conditions & practices to ensure compliance with all environmental and OSHA rules & regulations.
- Act as Emergency Response Coordinator & Evacuation Warden.
- Schedule jobs, preventative maintenance & repairs for plant machinery & equipment, in cooperation with Scheduling, to ensure optimum productivity and minimize machine down time.
- Maintain daily incident log.
- Monitor dept. attendance records; intervene as necessary to ensure employee compliance with attendance & punctuality requirements.
- Monitor & enforce adherence of plant personnel to Company rules & procedures, intervene when necessary in employee disputes, confrontations and/or complaints, counsel employees as necessary to resolve problems before they reach the disciplinary stage, complete Incident & Counseling Reports.
- Be dependable, on time to work, and at work consistently, including all overtime hours.
- Develop teamwork and positive relationships with co-workers.

Additional job functions may be added as necessary

Work in Conjunction With, and Assist Operations Manager to:

- Schedule placement of plant personnel and overtime work schedules for optimum efficiency and profitability of operations.
- Coordinate and communicate production related issues to all departments within the Company.
- Recommend and/or implement disciplinary action, complete disciplinary reports.
- Participate in grievance hearings, and formulate replies.
- Monitor personnel requirements throughout plant; recruit supervisory & hourly candidates, interview, make hiring & promotional decisions.
- Recommend & coordinate training for plant Supervisory personnel.
- Review Leave of Absence requests, approve/disapprove.
- Conduct annual performance evaluations for all Supervisory plant personnel; review all hourly production performance evaluations, contribute & amend as needed.
- Coordinate plant Supervisory personnel vacation schedules.
- Research & recommend new plant machinery & equipment.

As Needed:

Report to Human Resources dept. personnel-related issues and/or incidents.

Communicate with maintenance dept. on equipment & dept. conditions.

Attend pre- and post- production, staff & management meetings.

Coordinate and/or participate in Quality Improvement Teams.

Conduct department and plant meetings.

Visit customer sites.

Participate in decisions regarding plant equipment purchases.

Assist with new employee orientation & training.

Make EAP referrals when warranted.

Attend seminars & training sessions.

Research & develop new projects in cooperation with Design & Estimating depts.

Keep up to date on current technology and new products related to production of folding cartons & related areas.

Read training literature & newsletters.

Contribute quarterly column for Company Newsletter.

Qualifications:

Machine operating experience.

Technical knowledge of plant machines & equipment.

Mechanical aptitude.

Ability to manage, direct, motivate and communicate with a large number of employees.

Ability to read and write English.

Ability to perform basic mathematical computations including addition, subtraction, multiplication and calculate percentages.

Ability to work overtime whenever necessary.

Organizational skills.

Other requirements of this job include:

Meticulous attention to safety requirements.

Attention to matters of cleanliness, neatness and organization, including seeing that the plant is in the best possible condition at all times.

Flexibility, specifically the ability to do whatever is necessary within the plant to ensure its efficient operation and profitability.

A high degree of self-motivation and initiative.

EQUIPMENT, MACHINES, TOOLS, VEHICLES:

Computer, Printer, Fax Machine, Copier, Telephone, General Office Supplies, Hand Trucks (manual and battery), Grinder, Ream Cutter, Shredder, Compactor, Bander, Barrel Truck, Barcode Verifiers, Razor Blade, Micrometer, Densitometer, Hand Held Scanner, Loop, Magnifier, Black Light, Onsert Applicators, Tape Applicators, Paper Bander, Aerator, Baler, Plotter, Score Bender, Easy Press, Winch, Printing Presses, Cutting Presses, Gluers.

PPE: Hearing protection, Gloves, Safety glasses as needed.

ENVIRONMENTAL EXPOSURES

Inside: 100% Temperature Range: Ambient

CHEMICAL EXPOSURE: Glues & Adhesives, Solvents, Inks, Coatings.

JOB DESCRIPTION

Company: Colbert Packaging

Date: May 1, 2005

Job Title: Printing Department Supervisor

Rev: February 1, 2010

SCHEDULE

Days: Monday - Friday, occasional
weekends

Hours: 6:00am - 3:30 pm, or as necessary

Overtime: Frequent

VOCATIONAL

Physical Demand: Light

Pay Schedule: Salaried

KEY JOB DESCRIPTION

Overall responsibility for all Printing, Pre-press and Sheeting department personnel and operations to ensure optimum productivity, attainment of safety and quality objectives, and compliance with Company policies, procedures and regulations.

ESSENTIAL JOB FUNCTIONS

Overall Responsibility to:

- Monitor & maintain optimum machine speeds in Printing & Sheeting departments.
- Monitor & maintain optimum quality of goods produced in Printing, & Sheeting departments; recommend & implement quality improvement practices & programs.
- Monitor & maintain optimum scheduling of ink inventory from in-plant ink room.
- Monitor condition of machinery, equipment & department housekeeping maintain optimum condition by ensuring maintenance performed when needed.
- Monitor & enforce safety rules, including use of PPE, safe working practices, safety procedures to minimize accident occurrences; attend occasional safety committee meetings. Investigate accidents/injuries & recommend preventative measures.
- Monitor department conditions & practices to ensure compliance with all environmental and OSHA rules & regulations.
- Monitor department parts & supplies inventory; requisition when needed.
- Schedule jobs, preventative maintenance & repairs for department machinery & equipment, in cooperation with Scheduling, to ensure optimum productivity and minimize machine down time.
- Schedule placement of Printing/Sheeting dept. Maintain daily written incident log.
- Monitor dept. attendance records; intervene as necessary to ensure employee compliance with attendance & punctuality requirements.
- Monitor & enforce adherence of department personnel to Company rules & procedures, intervene when necessary in employee disputes, confrontations and/or complaints, counsel employees as necessary to resolve problems before they reach the disciplinary stage, complete Incident Reports.
- Communicate and meet with vendors regarding purchases, equipment, parts and material issues.

- Document production notes on attribute charts, enter notes & data in computer.
- Fill in for other Supervisory personnel and perform other duties within the plant as needed.
- Be dependable, on time to work and at work consistently, regular and overtime hours and weekends.
- Develop teamwork and positive relationships with co-workers.
- Adhere to all Company rules, policies and procedures.
- Adhere to all Quality Assurance policies and procedures.
- Meet all established standards of conduct and work performance.

Work in Conjunction With Plant Manager to:

Schedule placement of department personnel and overtime work schedules for optimum efficiency and profitability of operations.

Communicate production related issues to other departments within the Company.

Recommend and/or implement disciplinary action.

Monitor personnel requirements; interview, make hiring & promotional decisions.

Recommend & coordinate training for department personnel.

Review Leave of Absence requests, approve/disapprove.

Conduct performance evaluations for department personnel.

Coordinate department personnel vacation schedules.

Research & recommend new department machinery & equipment.

As Needed:

Assist with operation of Printing department machinery & equipment.

Report to Human Resources dept. personnel-related issues and/or incidents.

Participate in grievance and/or disciplinary meetings.

Communicate with maintenance dept. on equipment & dept. conditions.

Attend pre- and post- production, staff & management meetings.

Coordinate and/or participate in Quality Improvement Teams.

Conduct department meetings.

Visit customer sites.

Participate in decisions regarding department equipment purchases.

Assist with new employee orientation & training.

Make EAP referrals when warranted.

Attend seminars & training sessions.

Research & develop new projects in cooperation with Design, Pre-press, Customer Service & Estimating depts.

Keep up to date on current technology and new products related to pre-press and printing of folding cartons & related areas.

Read training literature & newsletters.

Fill in for absent Supervisory personnel.

Additional job functions may be added as necessary

Qualifications:

Printing Press operating experience.

Technical knowledge of printing machines & equipment.

Ability to manage, direct, motivate and communicate with a large

number of employees.
Ability to read and write English.
Ability to perform basic mathematical computations including addition, subtraction, multiplication and calculate percentages.
Ability to work overtime whenever necessary.
Organizational skills.
Be a team player.
Ability to multi-task under pressure.
First aid training.
Ability to use multiple computer programs including, but not limited to, Excel, Word, Outlook and Colbert Systems.

Other requirements of this job include:

Meticulous attention to safety requirements.

Attention to matters of cleanliness, neatness and organization, including seeing that the department is in the best possible condition at all times.

Flexibility, specifically the ability to do whatever is necessary within the plant to ensure its efficient operation and profitability.

A high degree of self-motivation and initiative.

Dependability, including being on time to work, and available to work consistently, including all overtime hours.

EQUIPMENT, MACHINES, TOOLS, VEHICLES:

Computer, Printer, Fax Machine, Copier, Telephone, General Office Supplies, Hand Trucks (manual and battery), Grinder, Ream Cutter, Shredder, Compactor, Bander, Barrel Truck, Barcode Verifiers, Razor Blade, Micrometer, Densitometer, Hand Held Scanner, Loop, Magnifier, Black Light, Aerator, Plotter, Platemaker, Printing Presses, Plates.

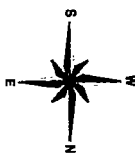
PPE: Hearing protection, Gloves, Safety glasses as needed.

ENVIRONMENTAL EXPOSURES

Inside: 100% Temperature Range: Ambient

CHEMICAL EXPOSURE: Solvents, Inks, Coatings.





Current Building 1st Level

EXIT = MAIN EXITS

= FIRE EXTINGUISHERS

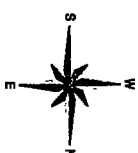
= FIRE ALARM PULL STATION

= TORNADO SHELTER AREA

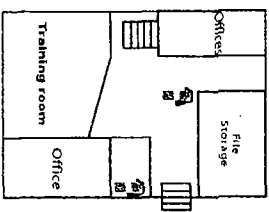
= SPILL KIT RESPONSE KIT

= AED = AUTOMATED EXTERNAL DEFIBRILLATOR

= FIRST AID ROOM



Current Building 2nd Level



FIRELANE

EXIT

Chemical Room

Warehouse

EXIT

Shipping Dock

EXIT

Shipping Office

1530
1545
1550
1535
1560

Maintenance
Gluing

Re-label

215
Die Cutter

207
Blanker

208
Blanker

205

Die Office
File Room

205

Re-label

140
Roland Press

125
Heidelberg Press

Office

Maintenance

West Lusher Ave.

EXIT

Shipping Receiving Area

Fieldhouse Ave

Receiving Dock

Sheeter

Cutter

EXIT

15th Street

EXIT

EXIT

Meeting Area
Parking Lot

Smoking Area

3 ft door

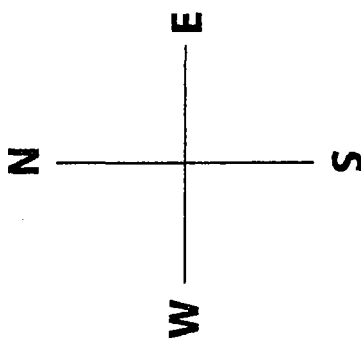
19 FT

8.5 ft door

Inside Ramp

CHEMICAL ROOM

$\frac{3}{8}$ in. = 1 ft.



13 ft Explosion Relief Wall

24 FT

VENT

MAR 01 2005



OFFICE OF LAND QUALITY HAZARDOUS WASTE HANDLER IDENTIFICATION

ID FORM

MPW

(Instructions at www.in.gov/idem/land/hazwaste/fda.html)

INFORMATION ON FILE as of 12/02/2004		CHANGES NEEDED (please print)
COUNTY	ELKHART	Reason for submittal <input type="checkbox"/> Subsequent notification to update information <input checked="" type="checkbox"/> As a component of the annual or biennial report
RCRA ID	IND005217021	
NAME	BARGER PACKAGING CORP	COLBERT PACKAGING CORP
LOCATION ADDRESS	1511 W LUSHER AVE ELKHART IN 46515	_____
MAILING ADDRESS	1511 W LUSHER AVE ELKHART IN 46515	_____ we moved * _____ post office change
CONTACT	BILL TRUE Title OPER MGR Address 1511 W LUSHER AVE ELKHART IN 46515 Phone 574-295-6605 Ext Fax E-mail	_____ _____ _____ _____ _____ _____
OWNER Address	M SCOTT WELCH 1020 HERMAN ST ELKHART IN 46516 phone 574-295-2460 Ext fax e-mail	COLBERT PACKAGING CORP JIM HAMILTON - PRESIDENT 238355 N BRADLEY ROAD LAKE FOREST, IL 60045 847-367-5990 Did the owner change? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date changed: 03 / 01 / 2004
Land type	P <input type="checkbox"/> private <input type="checkbox"/> municipal <input type="checkbox"/> county	* WARNING
Owner type	P <input type="checkbox"/> state <input type="checkbox"/> federal <input type="checkbox"/> district <input type="checkbox"/> Indian <input type="checkbox"/> other	If you have moved you may no longer use your old RCRA ID number. IDEM will issue a number for your new location.

Contact for

questions on the

Last Name SterenberFirst Name Carl

Annual/Biennial report

Title Consultant - D & B Environmental Services, Inc. Phone # (574) 674-0161

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties under Section 3008 of the Resource Conservation and Recovery Act for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Last Name

True

First name

William

Title

Operations Mgr.

Signature

William A. True

Date

02/22/05

HAZARDOUS WASTE ACTIVITY	OLQ records	Status in 2004	Status in 2005
GENERATOR LQG = large quantity SQG = small quantity CESQG = conditionally exempt	SQG	<input type="checkbox"/> LQG <input type="checkbox"/> Non-handler <input checked="" type="checkbox"/> SQG <input type="checkbox"/> Out of Business <input type="checkbox"/> CEG	<input type="checkbox"/> LQG <input type="checkbox"/> Non-handler * <input checked="" type="checkbox"/> SQG <input type="checkbox"/> Out of Business* <input type="checkbox"/> CEG
TREATMENT, STORAGE, DISPOSAL FACILITY		<input type="checkbox"/> Active TSD <input type="checkbox"/> Inactive TSD <input type="checkbox"/> Completed RCRA closure <input type="checkbox"/> Post closure activities	<input type="checkbox"/> Active TSD <input type="checkbox"/> Inactive TSD <input type="checkbox"/> Completed RCRA closure <input type="checkbox"/> Post closure activities
TRANSPORTER S = we transport our own waste C = we transport waste for others X = transporter, status unknown		<input type="checkbox"/> We transport our own waste (S) <input type="checkbox"/> We transport for others (C) <input type="checkbox"/> No longer transport; still in business <input type="checkbox"/> Out of business	* If you checked out of business or non-handler, we will deactivate your ID number. You must reapply for the number before using it again.

EXEMPT BOILER and/or INDUSTRIAL FURNACE☐ smelting, melting, refining exemption☐ small quantity on site burner exemption**USED OIL** If you are just a generator of used oil this section does not apply to you.

<input type="checkbox"/> Transporter	<input type="checkbox"/> Processor	<input type="checkbox"/> Marketer who directs shipment to off-specification burner
<input type="checkbox"/> Transfer Facility	<input type="checkbox"/> Re-refiner	<input type="checkbox"/> Marketer who first claims the oil meets specifications
<input type="checkbox"/> Collection Ctr		<input type="checkbox"/> Off-specification Used Oil Burner

TRANSFER FACILITY ACTIVITIES

<input type="checkbox"/> Mix	<input type="checkbox"/> Comingle
<input type="checkbox"/> Bulk	<input type="checkbox"/> Repackage
<input type="checkbox"/> Pump	<input type="checkbox"/> Open containers
<input type="checkbox"/> Combine	<input type="checkbox"/> Transfer between vehicles

UNIVERSAL WASTE

Small handler

☐ L = large handler: accumulates > or = 11,000 pounds
☒ S = small handler: accumulates < 11,000 pounds
HW CODES Box I on the Uniform HW Manifest

<u>D001</u>	<u>D018</u>	<u>D039</u>
<u>D040</u>		

NAICS CODE(S) A code that describes your type of business
322212
 (primary)
(Go to www.naics.com to find code list)**COMMENTS**

Return to: Facilities Data Analysis Section, Office of Land Quality
 Indiana Department of Environmental Management
 100 North Senate Avenue, PO Box 6015
 Indianapolis, Indiana 46206-6015



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
(800) 451-6027
www.IN.gov/idem

TO: Interested Parties / Applicant

DATE: March 21, 2005

RE: Colbert Packaging Corporation / S 039-20813-00628

FROM: Paul Dubenetzky
Chief, Permits Branch
Office of Air Quality

Notice of Decision: Approval - Effective Immediately

Please be advised that on behalf of the Commissioner of the Department of Environmental Management, I have issued a decision regarding the enclosed matter. Pursuant to IC 13-15-5-3, this permit is effective immediately, unless a petition for stay of effectiveness is filed and granted according to IC 13-15-6-3, and may be revoked or modified in accordance with the provisions of IC 13-15-7-1.

If you wish to challenge this decision, IC 4-21.5-3 and IC 13-15-6-1 require that you file a petition for administrative review. This petition may include a request for stay of effectiveness and must be submitted to the Office of Environmental Adjudication, 100 North Senate Avenue, Government Center North, Room 1049, Indianapolis, IN 46204, **within eighteen (18) calendar days of the mailing of this notice**. The filing of a petition for administrative review is complete on the earliest of the following dates that apply to the filing:

- (1) the date the document is delivered to the Office of Environmental Adjudication (OEA);
- (2) the date of the postmark on the envelope containing the document, if the document is mailed to OEA by U.S. mail; or
- (3) The date on which the document is deposited with a private carrier, as shown by receipt issued by the carrier, if the document is sent to the OEA by private carrier.

The petition must include facts demonstrating that you are either the applicant, a person aggrieved or adversely affected by the decision or otherwise entitled to review by law. Please identify the permit, decision, or other order for which you seek review by permit number, name of the applicant, location, date of this notice and all of the following:

- (1) the name and address of the person making the request;
- (2) the interest of the person making the request;
- (3) identification of any persons represented by the person making the request;
- (4) the reasons, with particularity, for the request;
- (5) the issues, with particularity, proposed for considerations at any hearing; and
- (6) identification of the terms and conditions which, in the judgment of the person making the request, would be appropriate in the case in question to satisfy the requirements of the law governing documents of the type issued by the Commissioner.

If you have technical questions regarding the enclosed documents, please contact the Office of Air Quality, Permits Branch at (317) 233-0178. Callers from within Indiana may call toll-free at 1-800-451-6027, ext. 3-0178.

Enclosures
FNPER.dot 1/10/05



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
(800) 451-6027
www.IN.gov/idem

Bill True
Colbert Packaging Corporation
1511 W. Lusher
Elkhart, IN 46517

March 21, 2005

Re: Source Specific Operation Status
S 039-20813-00628

Dear Mr. True:

Your application for Source Specific Operation Status was received on February 18, 2005 and has been reviewed. Based on the data submitted and the provisions in 326 IAC 2, it has been determined that your emission source, a stationary Commercial Packaging Printing Operation located at 1511 W. Lusher, Elkhart, IN 46517, has met the criteria required to obtain a Source Specific Operating Agreement.

Pursuant to IC 4-21.5-3-5(a) and (b), approval of this Source Specific Operating Agreement shall not be effective until fifteen (15) days from the date of this letter.

The facilities and processes of this source are hereby granted the Source Specific Operating Agreement provided that the following requirements of 326 IAC 2-9 are satisfied:

Section A: Surface Coating or Graphic Arts Operation: [326 IAC 2-9-2.5]

1. The total amount of volatile organic compounds (VOC) and hazardous air pollutants (HAP), as supplied, delivered to the surface coating and graphic arts operation shall not exceed the following:
 - (a) the total amount of VOC shall not exceed two (2) tons per month,
 - (b) the total amount of any single HAP shall not exceed eight hundred thirty-three (833) pounds per month, and
 - (c) the total amount of any combination of HAP shall not exceed one (1) ton per month.
2. The source shall keep the following records of the surface coating and graphic arts operation:
 - (a) the number of gallons of each solvent containing material used,
 - (b) the VOC and HAP content (pounds per gallon, as supplied) of each solvent containing material used,
 - (c) material safety data sheets (MSDS) for each solvent containing material used,
 - (d) a monthly summation of VOC and HAP usage, and
 - (e) purchase orders and invoices for each solvent containing material used.

These records shall be kept for a minimum period of five (5) years, and shall be made available upon request of the Office of Air Quality (OAQ).

3. Particulate matter emissions shall be controlled by a dry filter system or an equivalent control device. The source shall operate the particulate control device at all times the surface coating and graphic arts operation is in operation in accordance with the manufacturer's specifications. A source shall be considered in compliance with this requirement provided the overspray is not visibly detectable at the exhaust or accumulated on the rooftops or on the ground.
4. Include with the annual notice required in Condition 1 of the General Requirements Section, an inventory listing of the monthly volatile organic compound (VOC) and hazardous air pollutant (HAP) totals, and the total VOC and HAP emissions for the previous twelve (12) months.

Section B: General Requirements: [326 IAC 2-9-1]

1. The source shall provide an annual notice to the commissioner, stating that the source is in operation, and certifying that its operations are in compliance with the requirements of this Source Specific Operating Agreement. The above annual notice shall be submitted to:

**Compliance Data Section
Office of Air Quality
100 North Senate Avenue
Indianapolis, IN 46204**

no later than January 30 of each year, with the annual notice being submitted in the format attached.

2. Any exceedance of any requirement contained in this operating agreement shall be reported, in writing, within one (1) week of its occurrence. Said report shall include information on the actions taken to correct the exceedance, including measures to reduce emissions, in order to comply with the established limits. If an exceedance is the result of a malfunction, then the provisions of 326 IAC 1-6 apply.
3. Pursuant to 326 IAC 2-9-1(i), the owner or operator is hereby notified that this operating agreement does not relieve the permittee of the responsibility to comply with the provisions of any applicable federal, state, or local rules, or any New Source Performance Standards (NSPS), 40 CFR Part 60, or National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61.

Any change or modification which will alter operations in such a way that it will no longer comply with the applicable restrictions and conditions of this operating agreement, must obtain the appropriate approval from the Office of Air Quality (OAQ) under 326 IAC 2-5.1, 326 IAC 2-5.5, 326 IAC 2-6.1, 326 IAC 2-2, 326 IAC 2-3, 326 IAC 2-7, and 326 IAC 2-8, before such change may occur.

Sincerely,

Original signed by
Paul Dubenetzky, Chief
Permit Branch
Office of Air Quality

AMC

cc: File - Elkhart County
Elkhart County Health Department
Air Compliance Section - Paul Karkiewicz (Northern Regional Office)
Permit Tracking
Compliance Data Section

Source Specific Operating Agreement Annual Notification

This form should be used to comply with the notification requirements under 326 IAC 2-9.

Company Name:	Colbert Packaging Corporation
Address:	1511 W. Lusher
City:	Elkhart, IN 46517
Contact Person:	Bill True
Phone #:	(574) 295-6605
SSOA #:	S 039-20813-00628

I hereby certify that Colbert Packaging Corporation is still in operation and is in compliance with the requirements of Source Specific Operating Agreement (SSOA) S039-20813-00628.

Name (typed):
Title:
Signature:
Date:



The English Company

**Charter One
Preliminary
Environmental
Site Assessment**



**1511 W. Lusher Avenue
Elkhart, Indiana**

Prepared for:

**Charter One Bank
Real Estate Risk Services-
Environmental Division
3901 Kirchoff Road, 2nd Floor
Rolling Meadows, Illinois**

April 9, 2010
(TEC project #2916-518)
Charter One File Number—112201022671

CHARTER ONE
PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT

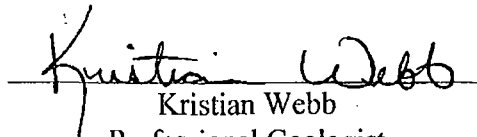
1511 W. Lusher Avenue
Elkhart, Indiana 46517

Prepared for:

Charter One Bank
Real Estate Risk Services – Environmental Division
3901 Kirchoff Road, 2nd Floor
Rolling Meadows, Illinois 60008

Prepared by:

The English Company
1951 Hampton Drive
Wheaton, Illinois 60187


Kristian Webb
Professional Geologist

Charter One Project #112201022671

TEC Project Number 2916-518

April 9, 2010

The English Company

1951 Hampton Drive
Wheaton, Illinois 60189

Phone: 630-260-8099
Fax: 630-260-8568

April 9, 2010

Mr. Jeff Greene
Charter One Bank
Real Estate Risk Services – Environmental Division
3901 Kirchoff Road, 2nd Floor
Rolling Meadows, Illinois 60008

**Re: CHARTER ONE PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT
FOR 1511 W. LUSHER AVENUE, ELKHART, INDIANA 46517**

Dear Mr. Greene;

The English Company is pleased to present the following report documenting the methods and results of the Transaction Screen Site Environmental Assessment performed at the above referenced property.

Please find enclosed one copy of the report for your review. After you have had the time to review the report, please feel free to call Mr. Phillip English at (773) 645-9218 to have any questions you may have answered.

Thank you for the opportunity to serve you on this project.

Very truly yours,


THE ENGLISH COMPANY

Phillip English
Partner

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3.0 SITE HISTORY	Pages 13-24
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8.0 LIMITATIONS AND CONDITIONS	Page 39
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Figures:

- 1: Site Location Map
- 2: Site Photographs

Appendices

- A: FirstSearch Report
- B: Supporting Documentation
- C: Resume of Environmental Consultant

1.0 INTRODUCTION

At the request of Mr. Jeff Greene of Charter One Bank, The English Company (TEC) has performed a Charter One Preliminary Environmental Site Assessment (PESA) for the property identified as 1511 W. Lusher Avenue, Elkhart, Indiana. The property was inspected on March 24, 2010. TEC was accompanied on the inspection by Mr. Steve Showers, Plant Maintenance, and a representative for Colbert Packaging.

The subject property includes an approximately 112,000-square foot industrial building that is situated on a 4.74-acre parcel of land. The building is currently occupied by Colbert Packaging Corporation.

The PINs assigned to the subject property are: 20-06-18-202-006, 20-06-18-202-007, 20-06-18-202-008, 20-06-18-202-009, 20-06-18-226-001, 20-06-18-226-002, 20-06-18-226-003, 20-06-18-226-004, 20-06-18-226-005, 20-06-18-226-006, 20-06-18-226-007, 20-06-18-226-011, 20-06-18-226-012, 20-06-18-226-013, 20-06-18-226-014, 20-06-18-226-015, 20-06-18-226-016, and 20-06-18-226-017.

The legal description for the subject property was not available.

The eastern portion of the subject property was undeveloped until the original building was constructed in 1947. Additions along the south end and west ends of the original building were constructed in approximately 1952, an addition along the east end of the original building was constructed in approximately 1970, and an addition along the west side of the building was constructed in approximately 1977. The second floor office area was added to the building in approximately 1980. The current building at 1511 W. Lusher Avenue was reported as being occupied by Barger Box & Printing Corp./Barger Packaging Corp. from 1960 until 2005. The building was then occupied by Colbert Packaging Company from 2005 until the present.

The eastern portion of the subject property was occupied by various small commercial and residential structures along Lusher and Fieldhouse Avenues until approximately 1973 when a larger industrial building occupied that portion of the property. Eby's/Allen's Dairy was located on the eastern portion of the subject property from at least 1934 until 1975. That portion of the subject property has been an undeveloped parking lot since at least 1987.

The building on the subject property is located on the southwest corner of the intersection of Lusher Avenue and 15th Street and the northwest corner of the intersection of 15th Street and Fieldhouse Avenue. The parking lot is located on the southeast corner of Lusher Avenue and 15th Street and the northeast corner of 15th Street and Fieldhouse Avenue in Elkhart, Indiana.

TEC filed a Freedom of Information Act (FOIA) request with the city of Elkhart Building Department for all available documentation. The response, received April 7, 2010, included all building department records for the subject address. No information of environmental concern was included in the FOIA response. A copy of the FOIA response is provided in Appendix B.

TEC filed a Freedom of Information Act (FOIA) request with the city of Elkhart Fire Department for all available documentation. No information had been received at the time this report was published. Any information received will be provided in an addendum to this report.

The subject property does not appear on the Leaking Underground Storage Tank (LUST) or registered Underground Storage Tank (UST) databases.

Sanborn Fire Insurance Maps were requested but were **not available** for review. **Aerial photographs** were reviewed for the years 1938, 1951, 1973, 1987, and 1999. The photographs help confirm the fact that the western portion of the subject property was undeveloped until approximately 1947 when the original portion of the current building was constructed. The eastern portion of the subject property was occupied by various small commercial and residential structures along Lusher and Fieldhouse Avenues until approximately 1973 when a larger industrial building occupied that portion of the property. That portion of the subject property has been occupied by a parking lot since at least 1987.

A previously performed **Phase I Environmental Assessment** was reviewed for the property. The report, performed by **Envirocorp Services & Technology, Inc. (DEI)** and dated July 1, 1996, indicated that subject property was occupied by Barger Packaging Corporation at that time. That report identified four Recognized Environmental Conditions in connection with the subject property:

- The unknown former discharge point of the plugged floor drain located in the solvent storage room.
- The activities associated with businesses on three of the abutting properties.
- The Elkhart Door medium priority LUST site.
- The northern abutting registered UST sites.

The report recommended that the discharge point for the plugged floor drain in the solvent storage room be identified to determine whether contamination could have been released onto the subject property and that the "toxic and/or hazardous" substances maintained at the facility should be registered with the Elkhart County Health Department.

1.1 PURPOSE

The purpose of this assessment was to identify potential environmental hazards based on visual inspection of the property and review of available public records relative to items specified in the agreement. This assessment is not intended to include identification of conditions that do not present a direct threat to public health or the environment and that generally would not be subject to an enforcement action if brought to the attention of appropriate governmental agencies.

1.2 SCOPE OF SERVICES/METHODOLOGY

The Charter One Preliminary Environmental Site Assessment (PESA) is intended to provide an objective third party opinion as to the environmental status or condition of the site; identify any

recognized environmental conditions, presence or likely presence of any hazardous substances of petroleum products on the Site under conditions that indicate an existing release, past release or material threat of release of any hazardous substances or petroleum products; and recommend any additional testing or investigation warranted by the findings and provide cost estimates for such additional scope of work; and gather preliminary information regarding the compliance of the Site with applicable environmental laws, regulations and permits. All work shall conform to the requirements set forth in the American Society of Testing and Materials (ASTM) E 1527-00 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

1.2 FINDINGS

The subject property includes an approximately 112,000-square foot, slab-on-grade, partial two-story industrial building that is situated on a 4.74-acre parcel of land. The building is occupied by Colbert Packaging Corporation.

The eastern portion of the subject property was undeveloped until the original building was constructed in 1947. Additions along the south end and west ends of the original building were constructed in approximately 1952, an addition along the east end of the original building was constructed in approximately 1970, and an addition along the west side of the building was constructed in approximately 1977. The second floor office area was added to the building in approximately 1980. The current building at 1511 W. Lusher Avenue was reported as being occupied by Barger Box & Printing Corp./Barger Packaging Corp. from 1960 until 2005. The building was then occupied by Colbert Packaging Company from 2005 until the present.

The eastern portion of the subject property was occupied by various small commercial and residential structures along Lusher and Fieldhouse Avenues until approximately 1973 when a larger industrial building occupied that portion of the property. Eby's/Allen's Dairy was located on the eastern portion of the subject property from at least 1934 until 1975. That portion of the subject property has been an undeveloped parking lot since at least 1987.

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TEC filed a Freedom of Information Act (FOIA) request with the city of Elkhart Building Department for all available documentation. The response, received April 7, 2010, included all building department records for the subject address. No information of environmental concern was included in the FOIA response. A copy of the FOIA response is provided in Appendix B.

TEC filed a Freedom of Information Act (FOIA) request with the city of Elkhart Fire Department for all available documentation. No information had been received at the time this report was published. Any information received will be provided in an addendum to this report.

The subject property does not appear on the Leaking Underground Storage Tank (LUST) or registered Underground Storage Tank (UST) databases.

Sanborn Fire Insurance Maps were requested but were **not available** for review. **Aerial photographs** were reviewed for the years 1938, 1951, 1973, 1987, and 1999. The photographs help confirm the fact that the western portion of the subject property was undeveloped until approximately 1947 when the original portion of the current building was constructed. The eastern portion of the subject property was occupied by various small commercial and residential structures along Lusher and Fieldhouse Avenues until approximately 1973 when a larger industrial building occupied that portion of the property. That portion of the subject property has been occupied by a parking lot since at least 1987.

A previously performed **Phase I Environmental Assessment** was reviewed for the property. The report, performed by **Envirocorp Services & Technology, Inc. (DEI)** and dated July 1, 1996, indicated that subject property was occupied by Barger Packaging Corporation at that time. That report identified four Recognized Environmental Conditions in connection with the subject property:

- The unknown former discharge point of the plugged floor drain located in the solvent storage room.
- The activities associated with businesses on three of the abutting properties.
- The Elkhart Door medium priority LUST site.
- The northern abutting registered UST sites.

The report recommended that the discharge point for the plugged floor drain in the solvent storage room be identified to determine whether contamination could have been released onto the subject property and that the "toxic and/or hazardous" substances maintained at the facility should be registered with the Elkhart County Health Department.

1.3 CONCLUSIONS

1.41 Charter One Risk Rating

Based on the results of this Charter One Preliminary Environmental Site Assessment (PESA), The English Company has assigned a "**Medium**" risk rating to this property.

The subject property utilizes an unknown quantity of hazardous materials, most notably inks, Step #1 cleaning solution, kerosene, roller wash, type wash, UV REL wash, developer, and various oils including hydraulic oil and gear oil. No information was provided on the quantity of hazardous materials that are used on the property. The facility also generates an unknown volume of hazardous and special wastes including waste oil, waste oil filters, waste solvent, waste ink, waste absorbents, and used rags. No information was provided on the quantity of hazardous waste that is generated and copies of waste manifests were not provided. The hazardous substances and waste are primarily stored in the hazardous waste and hazardous materials storage room and the ink storage room, but other containers were in use throughout the production area. No unusual staining was noted during the site inspection. The subject property

is reported as being a RCRA Small Quantity Generator. Also, the subject property has been occupied by a printing and packaging facility since at least 1960. Printing operations have been conducted on the subject property since that time. There is the potential that site soils have been impacted by the storage and use of hazardous materials and by the printing operations.

There is a fuel oil UST on the property that was reported to have been abandoned in place, but no documentation was provided on the abandonment. The UST was reported to be located near the recessed loading dock in the southeast portion of the building. Another suspect square cut in the concrete floor was observed in the southeast portion of the building. A fill port was observed at the east end of the building. There is the potential that the UST was never abandoned and that site soils have been impacted by the historical operations of the UST.

Moderately heavy oil staining was observed on the pavement beneath the trash compactor located at the exterior southwest corner of the building.

1.42 Property Transfer Requirements (if applicable)

Several states have enacted legislation that imposes notification, investigation and/or remedial obligations on designated parties upon, inter alia, the transfer of property, closure of a facility or the execution of commercial transactions. The subject property is located in the State of Indiana and, therefore, must adhere to the property transfer requirements of Indiana Code (IC) 13-25-3, Chapter 3 – Responsible Party Transfer Law.

1.4 Recommendations

Soil sampling is recommended in the hazardous material and hazardous substance storage room, ink storage room, and at various locations in the production area where printing is conducted in order to determine whether site soils have been impacted by the historical onsite operations.

A magnetic survey is recommended to determine the exact location of the UST and to determine whether there are any additional USTs. Soil sampling is recommended to determine whether site soils have been impacted by the historical operations of the fuel oil UST. It should be determined whether the UST has been properly abandoned and if not, it should be removed or properly abandoned.

The trash compactor should be repaired so that there is no further oil leakage and any impacted soil beneath the trash compactor should be removed and properly disposed.

Cost estimate: \$14,000 - \$15,000

2.0 SITE DESCRIPTION

2.1 Site Location and Legal Description

The building on the subject property is located on the southwest corner of the intersection of Lusher Avenue and 15th Street and the northwest corner of the intersection of 15th Street and Fieldhouse Avenue. The parking lot is located on the southeast corner of Lusher Avenue and 15th Street and the northeast corner of 15th Street and Fieldhouse Avenue in Elkhart, Indiana. The site location is presented in Figure 1. A Plat of Survey and legal description were not available for the subject property.

The PINs for the subject property obtained from the Elkhart County Assessor's website are 20-06-18-202-006, 20-06-18-202-007, 20-06-18-202-008, 20-06-18-202-009, 20-06-18-226-001, 20-06-18-226-002, 20-06-18-226-003, 20-06-18-226-004, 20-06-18-226-005, 20-06-18-226-006, 20-06-18-226-007, 20-06-18-226-011, 20-06-18-226-012, 20-06-18-226-013, 20-06-18-226-014, 20-06-18-226-015, 20-06-18-226-016, and 20-06-18-226-017. The only address listed for these PINs is 1511 W. Lusher Avenue. The owner is listed as Welch Properties of Elkhart. No information is provided on the parcels or any developed buildings. The information obtained from the Elkhart County Assessor's website is provided in Appendix B.

Property record cards were obtained from the Concord Township Assessor's office for the PINs listed above. The property record card indicates that the original portion of the building was constructed in 1947. A copy of the property record cards is provided in Appendix B.

2.2 Site and Vicinity Characteristics

The building on the subject property occupies the western portion of the property located west of 15th Street. The eastern portion of the property located east of 15th Street is occupied by an employee parking lot.

The surveyed site is located within an industrial and residential area in the south-central portion of Elkhart, Indiana. The entire property is Zoned R-6: Multiple Residential by the City of Elkhart Zoning Department. No recognized environmental concerns were observed in association with the adjacent properties.

2.3 Site Improvements

2.3.1 Structures and Improvements

The subject property is improved with one 112,000-square-foot, partial two-story brick and concrete building with a flat roof. The building is constructed on a concrete slab with no basement areas. The heat for the building is assumed to be natural gas-fired rooftop heating, ventilation, and air conditioning (HVAC) units for the office area and natural gas-fired suspended heating units for the warehouse areas, but this could not be confirmed by the property owner or by the occupants of the building. The building was historically heated by fuel oil-fired heating units.

The two-story office area occupies the northeast corner of the building. The first floor office area consists of a reception area, hallways, individual offices, restrooms, and a copy room. The reception area is finished with a carpeted floor, modular walls, and 2' x 4' ceiling panels. The hallways are finished with 12" x 12" gray vinyl floor tile and carpeting on the floors, drywall and modular walls, and 2' x 4' ceiling panels. The individual offices are finished with carpeted floors, drywall and modular walls, and 2' x 4' ceiling panels. The copy room is finished with a carpeted floor, modular walls, and 2' x 4' ceiling panels. The restrooms are finished with cream vinyl floor tile, drywall walls, and 2' x 4' ceiling panels. The stairway in the southeast portion of the office area is finished with carpeted stairs, drywall walls with a textured covering, and 2' x 2' ceiling panels. The stairway in the northwest corner of the office area is finished with carpeted stairs, drywall walls, and 2' x 2' ceiling panels.

The second floor office area consists of an open area at the east end with executive offices on the north and south sides of the open area. The open area is finished with a carpeted floor, drywall walls with a textured covering, and 2' x 2' ceiling panels. The executive office on the north side is finished with a carpeted floor, drywall and wood paneled walls, and 2' x 2' ceiling panels. The office on the south side of the open area was locked and not accessible at the time of the site inspection. A hallway extends west of the open area with individual offices, a kitchen, a conference room, a file storage room, and restrooms. The hallways are finished with carpeted walls, drywall walls, and 2' x 2' ceiling panels. The individual offices and the file storage room are finished with carpeted floors, drywall and modular walls, and 2' x 2' ceiling panels. The kitchen is finished with tan 12" x 12" vinyl floor tile, drywall walls, and 2' x 2' ceiling panels. The conference room is finished with a carpeted floor, drywall and wood paneled walls, and 2' x 2' ceiling panels. The restrooms are finished with cream linoleum, drywall walls, and 2' x 2' ceiling panels.

Along the west end of the building is a warehouse area with a hazardous materials and hazardous waste storage room in the southwest corner and a design office, prepress printing room, and storage room at the north end. The warehouse area is finished with a concrete floor, concrete block walls, and metal ceiling. The hazardous materials and hazardous waste storage room is finished with a concrete floor, concrete block walls, and metal ceiling. The design office is finished with a carpeted floor, concrete block and drywall walls, and 2' x 4' ceiling panels and metal ceiling. The prepress printing room is finished with a concrete floor, concrete block walls, and metal ceiling. The storage room was locked and not accessible at the time of the site inspection. Finishes observed through the door include a concrete floor, concrete block walls, and metal ceiling.

Along the south end of the building is a warehouse area with enclosed recessed loading docks at the east and west ends. The warehouse area is finished with a concrete floor, concrete block and plywood walls, and gypsum board ceiling. The enclosed loading docks have concrete floors, concrete block walls, and gypsum board ceilings. There is a shipping office in the northwest corner that is finished with a concrete floor, concrete block and drywall walls, and drywall ceiling. In the north central portion there is a maintenance room and a storage room. The maintenance room was locked and not accessible, but finishes observed through the door included a concrete floor, concrete block walls, and gypsum board ceiling. The storage room was not accessible and the finishes could not be determined. Another storage room is located in the northeast portion of this warehouse area. The storage room was locked and not accessible.

The remaining area of the building consists of an open production room that is finished with a concrete floor, concrete block and drywall walls, and metal ceiling. In the southeast corner of the production area there are a production office and a die staging room. The production office is finished with tan linoleum, concrete block walls, and 1' x 1' ceiling tiles. The die staging room is finished with a concrete floor, concrete block walls, and 2' x 4' ceiling panels. In the center of the production area there is a lunchroom, an office, and restrooms. The lunchroom is finished with a stone floor, concrete block walls, and drywall ceiling. The office is finished with brown 12" x 12" adhesive tile, concrete block walls, and drywall ceiling. The restrooms are finished with stone floors, concrete block walls, and drywall ceilings.

At the north end of the production area there is a drill press room, a carpentry room, quality control offices, and an ink storage room. The drill press and carpentry rooms are finished with concrete floors, concrete block and fiberboard walls, and fiberboard ceilings. The quality control offices are finished with cream 12" x 12" adhesive tile and carpeted floors, concrete block walls, and 2' x 4' and 1' x 1' ceiling panels. The ink storage room is finished with blue 12" x 12" vinyl floor tile, drywall and concrete block walls, and 2' x 4' ceiling panels.

In the south-central portion of the production room there are two rooms for plate storage. These rooms are finished with gray 12" x 12" vinyl floor tile, drywall walls, and 2' x 4' ceiling panels.

2.3.2 Roads

The subject property is bound to the north by W. Lusher Avenue and to the south by Fieldhouse Avenue. The property is divided by 15th Street with the building west of 15th Street and the parking lot east of 15th Street.

The building occupies the majority of the western portion of the property. A small asphalt paved parking area is located at the east end of the building. There is an enclosed recessed loading dock at the southeast corner of the building with a paved driveway from 15th Street to the loading dock. There is another enclosed recessed loading dock at the southwest corner of the building. The southwest corner of the property is paved and provides access from Fieldhouse Avenue to the loading dock and an overhead loading door. A paved driveway extends along the west end of the building.

The eastern portion of the property is occupied by an asphalt paved employee parking lot.

2.3.3 Heating Source

The heat for the building is assumed to be natural gas-fired rooftop heating, ventilation, and air conditioning (HVAC) units for the office area and natural gas-fired suspended heating units for the warehouse areas, but this could not be confirmed by the property owner or by the occupants of the building. The building was historically heated by fuel oil-fired heating units.

According to Mr. Showers, a heating oil underground storage tank (UST) was abandoned in place near the west end of the loading dock located at the southeast corner of the building. He stated that the heating oil UST previously fueled fuel oil heaters that are no longer in use. He stated that originally the UST was not located beneath the building, but the southern addition was

constructed above the UST. He indicated the fill pipe at the east end of the building and a location near the UST where a pump was previously located that pumped the fuel oil to the heaters. No documentation of the UST abandonment was available for our review.

2.3.4 Sanitary Sewer Disposal

Upon inspection of the property, the waste water discharge was found to consist solely of sanitary wastes. This effluent is discharged to the local water treatment authority. In the City of Elkhart, this agency is the Elkhart Wastewater Treatment Plant.

The previous Phase I Environmental Assessment indicated that the property had been connected to the sanitary sewer system since construction.

2.3.5 Water Supply

Potable water for the subject property is provided by the City of Elkhart. The Elkhart Water Department utilizes groundwater from three well fields.

2.4 Information from Site Owner/Operator

Mr. Kraig Lang, a representative for Colbert Packaging, the potential buyer of the property and current tenant, stated that the property has been owned by Welch Properties since 1995. He indicated that the property was occupied by Barger Packaging from the early 1900s until 2004 when Colbert Packaging took over the company. He stated that Colbert Packaging manufactures folding cartons and set-up boxes and performs printing and die cutting. Mr. Lang had no knowledge of the UST that is located on the property.

Mr. Steve Showers, Plant Maintenance for Colbert Packaging, stated that the original building was constructed in the 1940s. He said that additions along the south and west ends of the original building were constructed in approximately 1952, an addition along the east end of the original building was constructed in approximately 1970, another addition was constructed along the west end of the building in 1977, and the second floor office addition was constructed in approximately 1980. Mr. Showers provided the location of the onsite UST and stated that it was abandoned in place some time in the late 1980s or early 1990s. He stated that the UST was originally not inside the building, but the southern addition was constructed over the UST.

An environmental questionnaire, designed to determine if any known past or present environmental concerns are associated with the subject property, was completed by Mr. Kraig Lang of Colbert Packaging, the potential buyer of the property and current tenant. Mr. Lang indicated that the building previously had an oil heating system, combustible liquid waste is generated onsite that is picked up by D&B Environmental, and approximately 180 gallons per week of Wash 211P is used per week. Mr. Lang also indicated that the subject property is a RCRA Generator and has an air permit. Mr. Lang was not aware of any other environmental concerns associated with the subject property. A copy of the questionnaire is provided in Appendix B.

An environmental questionnaire was also provided to Mr. Scott Dawson of Welch Packaging, a representative for the property owner, but Mr. Dawson was out of town and could not complete the questionnaire prior to the completion of this report.

2.5 Present Ownership and Use

The subject property is owned by Welch Properties of Elkhart, Inc. and is leased to Colbert Packaging Corporation.

2.6 Adjoining Properties

The subject property is surrounded by the following:

- North: W. Lusher Avenue, then a residence, a vacant commercial property that was previously Advantage Muffler (1422 W. Lusher Avenue), Jason Truck Caps & Accessories (1500 W. Lusher Avenue), Elkhart Metals (1514 W. Lusher Avenue), and Holland Metal Fabrication (1550 W. Lusher Avenue).
- South: Fieldhouse Avenue, then four residential buildings, an undeveloped lot, and Smurfit Stone Container (1535 W. Fieldhouse Avenue).
- East: Harter Floor Care Supply (1403 W. Lusher Avenue) and Mikes Country Auto Repair (2117 S. 14th Street), then 14th Street.
- West: Custom Woodwinds (1545 W. Lusher Avenue and an undeveloped lot, then a vacant commercial property that was previously occupied by an auto repair shop (1555 W. Lusher Avenue).

2.7 Environmental Permits and/or Violations

The subject property is listed as a RCRA Generator. The site is reported as being a Small Quantity Generator (SQG) of corrosive, ignitable, spent halogenated solvent, and spent non-halogenated solvent waste. Nine RCRA violations were reported and all violations had been resolved by July 9, 2004.

At the time of the site inspection, a hazardous waste and hazardous substance storage room was observed in the southwest corner of the building. The following hazardous waste was observed:

- Four 55-gallon containers of used oil
- One 55-gallon container of used oil filters
- Five 55-gallon containers of solvent waste
- Two 55-gallon containers of used absorbents

The storage room floor was recessed approximately three inches below the surrounding floor providing secondary containment to the room. The floor drain in the room was plugged. Minor staining was observed on the floor.

Other hazardous waste observed at the time of the site inspection included two 55-gallon containers of waste ink located in the ink storage room. The containers were not provided with secondary containment. No staining was observed on the floor around the containers.

The facility does have a Source Specific Operation air permit for their surface coating and graphic arts operations. As part of the requirements of the permit the particulate matter emissions are to be controlled by a dry filter system or equivalent control system. Two dust collection systems were observed at the time of the site inspection. One was observed along the exterior southern wall of the building and one was along the northern wall of the southern warehouse area. A copy of the air permit is provided in Appendix B.

Hazardous materials observed in the hazardous waste and hazardous materials storage room are as follows:

- One 55-gallon container of Step #1 cleaning solution
- One 55-gallon container of kerosene
- One 55-gallon container of roller wash
- Four 55-gallon container of typewash
- One empty 55-gallon container of UV REL wash
- Eleven 5-gallon containers of oils
- Three 55-gallon containers of hydraulic oil
- One 55-gallon container of S-148
- Four 55-gallon containers of gear oil
- One 55-gallon container of oil

The recessed floor in this storage room functions as secondary containment. Minor staining was observed on the floor in the storage room.

Other hazardous substances observed throughout the facility are as follows:

- One 55-gallon container of gear oil, four 55-gallon containers of 211P wash, and approximately sixteen empty 55-gallon containers were observed in the southwest corner of the building.
- Nine 3-gallon containers of developer and six 1-gallon containers of regenerator were observed on shelves outside the design office.
- Small containers 1-gallon and less of cleaning solutions were observed in a locked storage room in the southern warehouse area.
- A flammable materials cabinet was observed along the east wall of the building, but the cabinet contained no liquid materials.
- One 5-gallon container of oil was observed in the drill press room along the north end of the building.
- Four empty plastic 30-gallon containers and one full 30-gallon container of fountain concentrate were observed along the north end of the production area.
- Numerous small containers 5-gallon and less in size of printing inks were observed in the ink storage room.

- A flammable materials storage cabinet containing 5-gallon containers of roller wash and inks, one 55-gallon container of Wash 211P, and four 30-gallon containers of fountain additive were observed in the northeast corner of the production area.

None of these containers were provided with secondary containment, but no staining was observed on the floor.

3.0 SITE HISTORY

3.1 Information from Site Owner/Operator

Mr. Kraig Lang of Colbert Packaging, the current tenant and potential buyer of the property, stated that the property has been owned by Welch Properties since 1995. He indicated that the property was occupied by Barger Packaging from the early 1900s until 2004 when Colbert Packaging took over the company. He stated that Colbert Packaging manufactures folding cartons and set-up boxes and performs printing and die cutting.

Several attempts were made to obtain information on the types and volumes of hazardous materials that are used on the property and the types and volumes of hazardous waste generated on the property from Mr. Lang, but that information was not provided.

Mr. Scott Dawson of Welch Packaging, a representative for the property owner, was not available for an interview prior to the completion of this report.

3.2 Previous Environmental Reports

A previously performed **Phase I Environmental Assessment** was reviewed for the property. A copy of this report is provided in Appendix B. The report, performed by **Envirocorp Services & Technology, Inc. (DEI)** and dated July 1, 1996, indicated that subject property was occupied by Barger Packaging Corporation, a cardboard box printing and manufacturing facility, at that time.

Historical use of the property that was reported indicated that the current building was constructed between 1965 and 1984 and was occupied by a manufacturing business prior to Barger Packaging Corporation. The eastern portion of the subject property was reported to have been formerly occupied by Eby Dairy. However, the historical information was limited to interviews and documents in the Elkhart County Auditor's office. No aerial photographs, historical topographic maps, sanborn maps, or city directories were researched.

Wastewater discharged to the sanitary sewer at that time included sanitary waste, chiller waters, and photography wastewater. The chiller water was used to cool plastics. The photography water was filtered to remove silver and other heavy metals prior to discharge to the sewer.

Hazardous waste generated at the facility at that time included waste ink and waste oil and was picked up by Safety Kleen.

That report reported that there were no USTs or ASTs on the property.

That report identified four Recognized Environmental Conditions in connection with the subject property:

- The unknown former discharge point of the plugged floor drain located in the solvent storage room.

- The activities associated with businesses on three of the abutting properties.
- The Elkhart Door medium priority LUST site.
- The northern abutting registered UST sites.

The report recommended that the discharge point for the plugged floor drain in the solvent storage room be identified to determine whether contamination could have been released onto the subject property and that the "toxic and/or hazardous" substances maintained at the facility should be registered with the Elkhart County Health Department.

TEC has no documentation indicating that the location of the discharge for the plugged drain in the solvent storage room has been identified. A FOIA request has been submitted to the Elkhart County Health Department to determine what hazardous materials have been registered. No information had been received at the time this report was completed.

The recommendations for that report do not address the activities on the adjacent properties. However, based on their distances or downgradient locations, *TEC* does not feel that those sites constitute a recognized environmental condition. A current review of activities on the surrounding properties has been performed as part of this report.

3.3 Building Department/Code Enforcement Records

A FOIA request was submitted to the City of Elkhart Building and Fire Departments for additional information on the subject property. Information received from the Elkhart Building Department on April 7, 2010 included all building department records for the subject address. No information of environmental concern was included in the FOIA response. A copy of the FOIA response is provided in Appendix B.

3.4 Title Records

Sufficient information regarding the past history of the site since at least 1938 (prior to the development of the property) was available for our review; therefore, a title search is not required to establish historical property use.

3.5 Local Records (see attached)

A FOIA request was submitted to the City of Elkhart Building and Fire Departments for additional information on the subject property. A FOIA request was also submitted to the Elkhart County Health Department for additional information on the subject property.

Information received from the Elkhart Building Department on April 7, 2010 included all building department records for the subject address. No information of environmental concern was included in the FOIA response. A copy of the FOIA response is provided in Appendix B.

No information had been received from the Elkhart Fire Department or Elkhart County Health Department at the time this report was published. This information will be provided in an addendum to this report if it changes the conclusions and recommendations of this report.

Property record cards were obtained from the Concord Township Assessor's office for the subject property. The property record cards indicate that the original portion of the building was constructed in 1947. A copy of the property record cards is provided in Appendix B.

3.6 Historical Sources

3.6.1 Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps for the areas around the subject property were requested from FirstSearch Technology Corporation, Norwood, Massachusetts. Sanborn Maps are detailed drawings, which show the locations and use of structures on a given property during a specific year. The maps were originally used by insurance companies to assess fire risk. Sanborn maps were not available for the subject property. The Sanborn Map report is presented in Appendix B.

3.6.2 Aerial Photographs/USGS Topographic Maps

Aerial photographs for the years 1938, 1951, 1973, 1987, and 1999 were obtained from FirstSearch Technology Corporation, Norwood, Massachusetts. The aerial photographs are presented in Figure 2.

The 1938 photograph depicts the subject property as undeveloped, except for a small structure that appears to be a small structure that could be a residence or small commercial building at the east end. There appears to be a drainage ditch that cuts across the property at the west end. 15th Street did not dissect the property at that time. The north adjacent properties across Lusher Avenue appear to be developed with one commercial building, one small structure that could be residential or commercial, and railroad spurs. The south adjacent property across Fieldhouse Avenue is undeveloped. The east adjacent property is undeveloped. The west adjacent properties are undeveloped with a drainage ditch, with two small commercial buildings further to the west.

The 1951 photograph depicts the subject property with a small industrial building in the northeast portion and undeveloped land with a drainage ditch in the western portion of the western half of the subject property. The industrial building is smaller than the one that was viewed at the time of the site inspection and is likely the original portion of the current building. The eastern portion of the subject property is depicted with two small commercial buildings and a residence along Fieldhouse Avenue at the south end and a commercial building along Lusher Avenue at the north end. At that time 15th Street still did not dissect the property. The north adjacent properties across Lusher Avenue are depicted with four commercial buildings and undeveloped land. The south adjacent properties across Fieldhouse Avenue are depicted as undeveloped except for one residence at the east end. The southeast adjacent property is undeveloped and the northeast adjacent property is depicted with a commercial building the same as the one that was viewed at the time of the site inspection. The west adjacent properties are undeveloped with a drainage ditch with three small structures further to the west that could be residential or commercial.

The 1973 photograph depicts the subject property with a large industrial building in the western portion of the subject property. The building is smaller than the one viewed at the time of the

site inspection and appears to be missing the second floor office addition and the western warehouse addition. The west end of the property is undeveloped. The eastern portion of the subject property is depicted with an industrial building. The north adjacent properties across Lusher Avenue are depicted with four commercial buildings and undeveloped land. The south adjacent properties across Fieldhouse Avenue are depicted with one residence at the east end, undeveloped land, and a large industrial building at the west end. The east adjacent properties are developed with two commercial buildings. The west adjacent properties are depicted with a commercial building and undeveloped land the same as those viewed at the time of the site inspection with another commercial building further to the west.

The 1987 photograph depicts the subject property with a large industrial building at the west end that has the same size and configuration as the one that was viewed at the time of the site inspection. The eastern portion of the subject property is undeveloped as was viewed at the time of the site inspection. The north adjacent properties across Lusher Avenue are depicted with three industrial buildings and undeveloped land. The south adjacent properties across Fieldhouse Avenue are depicted with two residences, undeveloped land, and a large industrial building. The east adjacent properties are depicted with two commercial buildings the same as those that were viewed at the time of the site inspection. The west adjacent properties are shown the same as they were on the 1973 photograph.

The 1999 photograph depicts the subject property the same as it was shown on the 1987 photograph. The eastern portion of the subject property is a parking lot the same as it was viewed at the time of the site inspection. The north adjacent properties across Lusher Avenue are depicted with three industrial buildings and a residence the same as those that were viewed at the time of the site inspection. The south, east, and west adjacent properties are shown the same as they were on the 1987 photograph.

No recognized environmental concerns were identified from the aerial photograph review.

Historical topographic maps for the years 1961 and 1961 (photorevised in 1981) were obtained from FirstSearch Technology Corporation, Norwood, Massachusetts. The historical topographic maps are presented in Figure 3.

The 1961 map depicts the subject property and the east, west, and southeast adjacent properties as shaded, which indicates a dense population, where individual buildings are not depicted (except large buildings and sites of importance to the community, i.e.: public parks, government, church, school and hospital buildings). The north adjacent properties across Lusher Avenue are depicted with one industrial building and undeveloped land. The southwest adjacent property across Fieldhouse Avenue is depicted with a large industrial building the same as the one that was viewed at the time of the site inspection.

The 1961 (photorevised in 1981) depicts the subject property and the east, west, and southeast adjacent properties as shaded the same as the 1961 map, except the western portion of the subject property is shown with a large industrial building with the same size and configuration as the one that was viewed at the time of the site inspection. The north adjacent properties are depicted with two industrial buildings and undeveloped land.

No recognized environmental concerns were identified from the historical topographic map review.

3.6.3 Historic Atlases

Historic atlases were not available for our review.

3.6.4 City Directories

TEC obtained a City Directory Search for the subject property from FirstSearch Technology Corporation, Norwood, Massachusetts for the years 1904-05 to 2010. The occupants of the subject property and adjacent properties that were listed in the City Directory Search are presented below:

DATE	ADDRESS	OCCUPANT
Subject Property		
1904-05	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing No Listing
1912	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing No Listing
1917	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing No Listing
1922	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing No Listing
1928	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing No Listing
1934	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential No Listing
1940	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential No Listing
1945	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential No Listing
1950	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential No Listing
1955	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential No Listing
1960	1425 W. Lusher Avenue	Eby's Guernsey Dairy

	1501 W. Lusher Avenue 1511 W. Lusher Avenue	Residential Barger Box & Printing Corp.
1965	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential Barger Box & Printing Corp.
1970	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Eby's Guernsey Dairy Residential Barger Packaging Corp.
1975	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Allen's Dairy No Listing Barger Packaging Corp.
1980	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	Vacant No Listing Barger Packaging Corp.
1985	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing Barger Packaging Corp.
1990	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing Barger Packaging Corp.
1995	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing Barger Packaging Corp.
2000	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing Barger Packaging Corp.
2005	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing Barger Packaging Corp./Colbert Packaging Corp.
2010	1425 W. Lusher Avenue 1501 W. Lusher Avenue 1511 W. Lusher Avenue	No Listing No Listing Colbert Packaging Corp.
North Adjacent Properties (across Lusher Avenue)		
1904-05	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing No Listing No Listing No Listing No Listing No Listing
1912	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue	No Listing No Listing No Listing No Listing No Listing

	1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Vacant No Listing No Listing
1917	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing No Listing No Listing Residential No Listing No Listing
1922	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential No Listing No Listing No Listing No Listing Residential No Listing No Listing
1928	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential No Listing No Listing No Listing No Listing Residential No Listing No Listing
1934	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing Residential No Listing Residential No Listing No Listing
1940	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing Residential No Listing Residential No Listing No Listing
1945	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue	No Listing No Listing No Listing

	1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential No Listing Residential No Listing No Listing
1950	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing Residential No Listing Residential No Listing No Listing
1955	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing Residential No Listing Residential No Listing No Listing
1960	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing No Listing Residential National Plywood Inc. No Listing Elkhart Metals Corporation (junkyard) No Listing
1965	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing Board of Education Service Building No Listing National Plywood Inc. No Listing Elkhart Metals Corp. Cindaren Industries Inc. (molding)
1970	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing No Listing City Board of Education Service Building No Listing Georgia-Pacific Corp. No Listing Elkhart Metals Corp. Cindaren Industries Inc.
1975	1408 W. Lusher Avenue	Residential

	1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	No Listing City board of Education Service Building No Listing International Foam (foam fabricators) No Listing Elkhart Metals Corp. Cindaren Industries Inc.
1980	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential No Listing Westside Auto Parts No Listing Indiana Foam Fabricators No Listing Elkhart Metals Corp. Jen-Sell Inc. (mfg. add a room)
1985	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential No Listing Fix-It Shop (auto repair) No Listing Indiana Foam Co. No Listing Sturgis Iron & Metal (scrap)/Elkhart Metals Corp. ET&T Frames Inc. (RV frame manufacturers)
1990	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential/Tedton Home Improvement Contractor McAuto Sales (used car sales) Westside Auto Parts No Listing Jason Industries Inc. No Listing Sturgis Iron & Metal/Elkhart Metals Corp. ET&T Frames Inc.
1995	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue 1550 W. Lusher Avenue	Residential/Home Improvement Specialist Ottman Motors (used car sales) Bristol Auto Parts No Listing Jason Industries Inc. No Listing Elkhart Metals Corp. (Division of Sturgis Iron & Metal) ET&T Frames Inc.
2000	1408 W. Lusher Avenue 1410 W. Lusher Avenue 1422 W. Lusher Avenue 1432 W. Lusher Avenue 1500 W. Lusher Avenue 1508 W. Lusher Avenue 1514 W. Lusher Avenue	Not Verified Your Way Auto Sales (used car sales) Bristol Automotive Parts No Listing Jason Industries No Listing Sturgis Iron & Metal Co.

	1550 W. Lusher Avenue	Holland Metal Fabricators
2005	1408 W. Lusher Avenue	No Listing
	1410 W. Lusher Avenue	Auto Trade Co. (used car sales)
	1422 W. Lusher Avenue	Bristol Automotive Parts-West
	1432 W. Lusher Avenue	No Listing
	1500 W. Lusher Avenue	Jason Industries Inc. (truck canopies, caps, & shells)
	1508 W. Lusher Avenue	No Listing
	1514 W. Lusher Avenue	Elkhart Metals
	1550 W. Lusher Avenue	Holland Metal Fabricators
2010	1408 W. Lusher Avenue	Residential
	1410 W. Lusher Avenue	No Listing
	1422 W. Lusher Avenue	Bristol Automotive Parts-West
	1432 W. Lusher Avenue	No Listing
	1500 W. Lusher Avenue	Jason Industries Inc.
	1508 W. Lusher Avenue	No Listing
	1514 W. Lusher Avenue	Elkhart Metal Division
	1550 W. Lusher Avenue	Holland Metal Fabricators
West Adjacent Properties		
1904-05	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	No Listing
1912	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	No Listing
1917	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	No Listing
1922	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	No Listing
1928	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	No Listing
1934	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	No Listing
1940	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	Rodino Louis (coal)/Residential
1945	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	Rodino & Sons (coal)/Residential
1950	1545 W. Lusher Avenue	No Listing
	1555 W. Lusher Avenue	Rodino & Sons/Residential
1955	1545 W. Lusher Avenue	Byler's OK Rubber Works
	1555 W. Lusher Avenue	Rodino Coal Co./Residential
1960	1545 W. Lusher Avenue	Byler's OK Rubber Welders
	1555 W. Lusher Avenue	Vacant
1965	1545 W. Lusher Avenue	Byler's OK Rubber Welders (tire repair)
	1555 W. Lusher Avenue	A&P Garage Inc. (auto repair)
1970	1545 W. Lusher Avenue	Duo-Fast of Indiana Inc. (warehouse)
	1555 W. Lusher Avenue	A&P Motors Inc.
1975	1545 W. Lusher Avenue	Zirkle Asphalt Maintenance
	1555 W. Lusher Avenue	A&P Motors Inc.

1980	1545 W. Lusher Avenue 1555 W. Lusher Avenue	Omega Battery (sales) Vacant
1985	1545 W. Lusher Avenue 1555 W. Lusher Avenue	Heeter Furniture (furniture repair) Liberty Truck Covers (truck cap manufacturers)
1990	1545 W. Lusher Avenue 1555 W. Lusher Avenue	Heeter Furniture Bizzie Bee Auto Sales & Service (used auto sales & service)
1995	1545 W. Lusher Avenue 1555 W. Lusher Avenue	No Listing Bizzie Bee Auto Sales & Service
2000	1545 W. Lusher Avenue 1555 W. Lusher Avenue	No Listing U-Haul Company
2005	1545 W. Lusher Avenue 1555 W. Lusher Avenue	No Listing Franklin Auto Repair (mufflers & exhaust systems-engines)
2010	1545 W. Lusher Avenue 1555 W. Lusher Avenue	Custom Woodwinds (musical instrument manufacturers) Franklin Auto Repair

Printing has been conducted on the subject property since at least 1960. There is the potential that site soils have been impacted by the historical printing operations.

Elkhart Metals, a metal scrap yard, has been located north of the subject property since at least 1960. However, the operations at this facility are located approximately 900 feet north and downgradient from the subject property and are across Lusher Avenue; therefore, it is not likely that site has had a significant impact on the subject property.

It is not likely that the subject property has been impacted by any other historical operations on the adjacent properties that are listed in the City Directory Search. A copy of the City Directory Search is provided in Appendix B.

3.6.5 Additional Historical Sources

No additional historic sources were identified.

3.6.6 Summary of Historical Information

Subject Property

The portion of the subject property at 1425 W. Lusher Avenue was listed as being occupied by Eby's/Allen's Dairy from at least 1934 until 1975. The portion of the subject property at 1501 W. Lusher Avenue was listed as being residential from at least 1934 until 1970. The current building at 1511 W. Lusher Avenue was reported as being occupied by Barger Box & Printing Corp./Barger Packaging Corp. from 1960 until 2005. The building was then occupied by Colbert Packaging Company from 2005 until the present.

Aerial photographs indicated that the western portion of the subject property was undeveloped until approximately 1947 when the original portion of the current building was constructed. The eastern portion of the subject property was occupied by various small commercial and residential

structures along Lusher and Fieldhouse Avenues until approximately 1973 when a larger industrial building occupied that portion of the property. That portion of the subject property has been occupied by a parking lot since at least 1987.

North Adjacent Property

The north adjacent properties were undeveloped or residential from approximately 1917 until the 1960s when commercial and industrial development began. Known occupants of the north adjacent properties include McAuto Sales, Ottman Motors, Your Way Auto Sales, and Auto Trade Co. at 1410 W. Lusher Avenue; Board of Education Service Building, Westside Auto Parts, Fix-It Shop, and Bristol Auto Parts at 1422 W. Lusher Avenue; National Plywood, Inc., Georgia-Pacific Corp., International Foam, Indiana Foam, and Jason Industries, Inc. at 1500 W. Lusher Avenue; Elkhart Metals Corp. at 1514 W. Lusher Avenue; and Cindaren Industries, Inc., Jen-Sell, Inc., ET&T Frames, Inc., and Holland Metal Fabricators at 1550 W. Lusher Avenue.

South Adjacent Property

The south adjacent properties east of 15th Street were undeveloped until approximately 1951 when one residence was constructed. Another residence was constructed in the 1980s. The remaining residences were constructed after 1999.

The south adjacent property west of 15th Street was undeveloped until approximately 1961 when the current industrial building was constructed. Smurfit Stone Container is the only known occupant of that property.

East Adjacent Properties

The east adjacent properties were undeveloped until commercial buildings were constructed in 1951 at 1403 W. Lusher Avenue and in 1973 at 2117 14th Street. Known occupants of 1403 W. Lusher Avenue include Harter Floor Care Supply and of 2117 14th Street include Mike's Country Auto Repair.

West Adjacent Properties

The west adjacent properties were undeveloped until a commercial building was constructed in approximately 1955 at 1545 W. Lusher Avenue. The southwest adjacent property along Fieldhouse Avenue is still undeveloped. Known occupants of 1545 W. Lusher Avenue are Byler's OK Rubber Works, Duo-Fast of Indiana, Inc., Zirkle Asphalt Maintenance, Omega Battery Sales, Heeter Furniture, and Custom Woodwinds.

4.0 ENVIRONMENTAL SETTING

4.1 Topography

The topography of the site is relatively flat. The property is approximately 755 feet above mean sea level, according to the Elkhart, Indiana 7.5 Minute USGS topographic map for the area.

4.2 Hydrology

4.2.1 Surface Water

The nearest surface water to the subject property is the St. Joseph River, which is located approximately ½ mile north of the subject property.

4.2.2 Wetlands

A wetlands delineation map of the area in which the subject site is located was observed at <http://wetlandsfws.er.usgs.gov>. A copy of this map is included in Appendix B. There are no identified wetland areas on the subject property.

4.2.3 Hydrogeology

Groundwater flow and depth to groundwater, unless otherwise specified by on-property well data, are assumed based on contours depicted on the United States Geological Survey topographic maps. It is assumed that groundwater flow the vicinity of the site is toward the St. Joseph River, which is located approximately ½-mile north of the subject property. However, groundwater flow direction can only be determined via groundwater monitoring wells.

5.0 RECORDS REVIEW

A Governmental Records Search, Radius Map Report was requested for the subject property from FirstSearch Technology Corporation (FirstSearch), Norwood, Massachusetts. The search met the specific requirements of ASTM Standard Practices for environmental site assessments, E-1527-00, including those associated with governmental databases, search distances and data currency. A copy of the FirstSearch Radius Map Report is provided in Appendix A. All Federal and State ASTM databases and the State or Local ASTM Supplemental databases have been reviewed. The Federal ASTM Supplemental databases and the Proprietary Historical Database have not been reviewed.

Thirty-six (36) mapped sites were found in the FirstSearch, Government Record Search, Radius Map Report of available government records within the ASTM E-1528-00 search radius around the subject property for the following databases: National Priority List (NPL); Resource Conservation and Recovery Act (RCRA) Corrective Action Report (CORRACTS); RCRA Treatment, Storage and Disposal (TSD) facilities list; RCRA Generators; Indiana Hazardous Waste Sites (IHWS); Indiana Spills 90; Indiana Leaking Underground Storage Tank (LUST) list; and Indiana Registered Underground Storage Tank (UST) and Above Ground Storage Tank (AST) list.

The subject property was identified on the RCRA Generator database as Colbert Packaging Corp. The property is listed as being a Small Quantity Generator (SQG) of corrosive, ignitable, spent halogenated solvent, and spent non-halogenated solvent wastes. Nine RCRA violations are reported, which were all resolved by July 9, 2004. At the time of the site inspection, a hazardous waste and hazardous substance storage room was observed in the southwest corner of the building. Hazardous waste observed in the storage room included four 55-gallon containers of used oil, one 55-gallon container of used oil filters, five 55-gallon containers of solvent waste, two 55-gallon containers of used absorbents, and two collection containers for used rags. The floor of this room is recessed approximately three inches below the remaining floor area, which serves as a secondary containment for any spills within the room. The floor drain was plugged. Two 55-gallon containers of waste ink were observed in the ink storage room. These containers were not provided with secondary containment.

Mr. Lang indicated on the environmental questionnaire combustible liquid waste is generated onsite that is picked up by D&B Environmental. Numerous attempts were made to contact Mr. Lang via telephone and email concerning the volume of all waste streams from the Colbert Packaging operations and to obtain copies of waste manifests, but Mr. Lang did not provide any of the requested information.

The subject property is also shown to be part of the Conrail Rail Yard NPL site located at 2600 West Lusher Avenue. This 675-acre Penn Central Transportation Company rail yard started operations in 1956 and continued until 1976. In 1976 the operations were transferred to Consolidated Rail Corporation (Conrail). Numerous releases were reported at this facility during its operations. According to the United States Environmental Protection Agency (USEPA) website, this site was discovered in 1983 and was listed on the NPL in 1990. Removal actions, a Removal Assessment, and a Remedial Investigation/Feasibility Study (RI/FS) were completed in

1991. The Potentially Responsible Party Remedial Action was completed in 2004. The most recent documentation observed on the U.S. EPA website included the Five Year Review, which was completed on June 15, 2009. The Executive Summary and a map showing the site and extent of groundwater contamination are provided in Appendix B. Soil contamination has been identified on the Conrail Rail Yard and at the Drag Strip Area. Two groundwater contamination plumes have been identified. One plume emanates from the rail yard and trends northwest to a Vistula Avenue residential area. The second plume emanates from the eastern portion of the rail yard and flows north to a La Rue Street residential area. Based on the maps in this report, the contamination associated with this site does not extend to the subject property. According to information obtained on the Elkhart County Health Department's website, the groundwater contamination does not extend east of Nappanee Street, which is located west of the subject property. Therefore, it does not appear that the subject property has been impacted by the operations or associated contaminated groundwater from that site. A copy of the information obtained from the Elkhart County Health Department website is provided in Appendix B.

The nearest sites are Elkhart Metals located at 1514 W. Lusher Avenue (north adjacent), Smurfit Stone Container Corp. located at 1536 Fieldhouse Avenue (south adjacent), Jason Industries Inc. located at 1500 W. Lusher Avenue (north adjacent), and Estate of Norber Kulesia located at 1420 W. Lusher Avenue (north adjacent). These sites are described in detail in the following sections.

5.1 FEDERAL RECORDS

TABLE 1

6.1 FEDERAL RECORDS	Target Property	<1/8 mile	1/8 – 1/4 mile	1/4 – 1/2 mile	1/2 – 1 mile
National Priorities List (NPL) Sites	Yes	0	0	0	0
CERCLIS Sites	No	0	0	0	-
RCRA Corrective Action Report (CORRACTS)	No	0	1	1	1
RCRA Non-CORRACTS TSD Facilities	No	0	1	1	-
RCRA Generators	Yes	2	5	-	-
ERNS Sites	No	0	0	-	-

5.1.1 National Priority List Sites

The National Priorities List (Superfund) is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL Sites may encompass relatively large areas.

A review of this list revealed that the subject property is shown to be part of the Conrail Rail Yard NPL site located at 2600 West Lusher Avenue. This 675-acre Penn Central Transportation Company rail yard started operations in 1956 and continued until 1976. In 1976 the operations were transferred to Consolidated Rail Corporation (Conrail). Numerous releases were reported at

this facility during its operations. According to the United States Environmental Protection Agency (USEPA) website, this site was discovered in 1983 and was listed on the NPL in 1990. Removal actions, a Removal Assessment, and a Remedial Investigation/Feasibility Study (RI/FS) were completed in 1991. The Potentially Responsible Party Remedial Action was completed in 2004. The most recent documentation observed on the U.S. EPA website included the Five Year Review, which was completed on June 15, 2009. The Executive Summary and a map showing the site and extent of groundwater contamination are provided in Appendix B. Soil contamination has been identified on the Conrail Rail Yard and at the Drag Strip Area. Two groundwater contamination plumes have been identified. One plume emanates from the rail yard and trends northwest to a Vistula Avenue residential area. The second plume emanates from the eastern portion of the rail yard and flows north to a La Rue Street residential area. Based on the maps in this report, the contamination associated with this site does not extend to the subject property. According to information obtained on the Elkhart County Health Department's website, the groundwater contamination does not extend east of Nappanee Street, which is located west of the subject property. Therefore, it does not appear that the subject property has been impacted by the operations or associated contaminated groundwater from that site. A copy of the information obtained from the Elkhart County Health Department website is provided in Appendix B.

5.1.2 CERCLIS Listings

The CERCLA, enacted in 1980, provided for federal and state programs to initiate the cleanup of uncontrolled hazardous waste sites, and to protect human health and the environment. Sites on the Comprehensive Environmental Response, Compensation, and Liability Index System (CERCLIS) list have been proposed for investigation because they are suspected by the United States Environmental Protection Agency (USEPA) of being toxic to the environment and human health and may require cleanup. The CERCLA - NFRAP Archive includes sites that have been de-listed because a lack of significant contamination was found.

A review of this list revealed **no sites** within ½-mile radius of the subject property.

5.1.3 RCRA CORRACTS Facilities

The CORRACTS database includes RCRIS sites with reported corrective action. A review of this list revealed **one site** within a ¼-mile radius, **one site** within ½-mile radius, and **one site** within a one-mile radius of the subject site.

The closest site is Elkhart Plating Corp. located at 1913 S. 14th Street, approximately 375 feet north of the subject property. It was determined on September 1, 2009 that a Remedial Facility Investigation (RFI) was not required for that site. Based on the distance and downgradient location of that site from the subject property, it is not likely that site has impacted the subject property.

RCRA non-CORRACTS TSD Facilities

The CORRACTS database includes RCRIS sites with reported corrective action. A review of this list revealed **one site** within a ¼-mile radius and **one site** within a ½-mile radius of the subject site.

The closest site is Elkhart Plating Corp. located at 1913 S. 14th Street, approximately 375 feet north of the subject property. That site is listed as having an incinerator, storage and treatment, and land disposal. As described above, it was determined that a RFI (RFI) was not required for that site. Based on the distance and downgradient location of that site from the subject property, it is not likely that site has impacted the subject property.

5.1.4 RCRA Generator

RCRA, which was enacted in 1980, regulates facilities that generate, treat, store, or dispose of hazardous waste. The Resource Conservation and Recovery Information System (RCRIS) list of Generators contains information on hazardous waste generators that create more than 100 kg of hazardous waste per month.

A review of the list revealed **two sites** within a 1/8-mile radius and **five sites** within ¼-mile radius of the subject property. The subject property was listed on the RCRA Generator database as described above.

The sites within a 1/8-mile radius are as follows:

- Jason Industries Inc. located at 1500 W. Lusher Avenue, a north adjacent property across Lusher Avenue. That site is a RCRA Small Quantity Generator (SQG) of reactive and spent non-halogenated solvent wastes. Seven violations were reported between 1991 and 1999. All violations had been resolved by 2003. Two enforcement actions were reported in 1992 and two were reported in 2001. No evidence of a release was observed at the time of the site inspection and no spills were reported. Based on the downgradient location of that site from the subject property, its location across Lusher Avenue, and the lack of a reported release, it is not likely any release from that site would have a significant impact on the subject property.
- Smurfit Stone Container Corp. located at 1535 Fieldhouse Avenue, a south adjacent property across Fieldhouse Avenue. That facility is a RCRA SQG, but the type of waste generated is not reported. No violations are reported. No evidence of a release was observed at the time of the site inspection and no spills were reported. Based on the location of that site across Lusher Avenue and the lack of a reported release, it is not likely any release from that site would have a significant impact on the subject property.

5.1.5 ERNS Sites

Emergency Response Notification Systems (ERNS) records and stores information on reported releases of oil and hazardous substances.

A review of this list revealed **no sites** within ¼-mile of the subject property.

5.1.6 FINDS

Facility Index System/Facility Registry System (FINDS) contains both facility information and “pointers” to other sources that contain more detail. Included in the following FINDS databases are: Permit Compliance System (PCS), Aerometric Information Retrieval System (AIRS), Enforcement Docket, used to manage and track information civil judicial enforcement cases for all environmental statutes (DOCKET), Federal Underground Injection Control (FURST), Criminal Docket System used to track criminal enforcement actions for all environmental statutes (C-DOCKET), Federal Facilities Information System (FFIS), State Environmental Laws and Statutes (STATE) and PCB Activity Data System (PADS).

The FINDS database was not included in the database search.

5.2 State Records

TABLE 1

State Records	Target Property	<1/8 mile	1/8 – 1/4 mile	1/4 – 1/2 mile	1/2 – 1 mile
State Listed Sites	No	0	0	1	3
Registered Underground Storage Tanks (UST)	No	4	7	-	-
Leaking Underground Storage Tanks (LUST)	No	0	2	2	-
Solid Waste Facilities and Landfills	No	0	0	0	-
State Spill Sites	No	0	3	-	-
Non-Geocoded Properties	No	-	-	-	-

5.2.2 Registered Underground Storage Tanks

The UST list is provided by the Office of the State Fire Marshal and presents the location of registered USTs. It should be noted that Illinois does not require the registration of residential fuel oil tanks; therefore, there may be unregistered USTs in the vicinity of the subject property that are not listed on the database.

A review of the UST list indicated **four sites** within 1/8-mile radius and **eight sites** within ¼-mile. The sites within a 1/8-mile radius are as follows:

- Jason Industries located at 1500 W. Lusher Avenue, a north adjacent property across Lusher Avenue. No further information is reported on the tanks at this site. A release has not been reported at that site. Based on the lack of a reported release and the downgradient location of that site across Lusher Avenue, it is not likely that site has impacted the subject property.

- Estate of Norber Kulesia located at 1420 W. Lusher Avenue, a north adjacent property across Lusher Avenue. This site is listed twice. One listing provides no information on the tanks and one listing indicates there is one 10-gallon tank that is permanently out of use. A release has not been reported at that site. Based on the downgradient location of that site across Lusher Avenue from the subject property and the lack of a reported release, it is not likely that site has impacted the subject property.
- Elkhart Metals Division located at 1514 W. Lusher Avenue, a north adjacent property across Lusher Avenue. That site has one 20,000-gallon UST and one 4,000-gallon UST that are under investigation. The buildings on that site are actually located approximately 825 feet north of the subject property. Based on the likely distance of the tanks at that site from the subject property and the downgradient direction, it is not likely any release from that site would impact the subject property.
- Plus Wood located at 1556 W. Lusher Avenue, the northwest adjacent property across Lusher Avenue. One 1,000-gallon UST is permanently out of use at that site. A release has not been reported at that site. Based on the downgradient location of that site across Lusher Avenue and the lack of a reported release, it is not likely that site has impacted the subject property.
- Uniroyal Plastic Company located at 1601 Fieldhouse Avenue, approximately 300 feet southwest of the subject property. No further information is provided on the tanks at that site and a release has not been reported. Based on the distance and cross-gradient location of that site across Fieldhouse Avenue, it is not likely any release from that site would have a significant impact on the subject property.

5.2.3 Leaking Underground Storage Tanks

The LUST list provides the location of known or suspected releases from USTs.

A review of this list revealed **two sites** within a ¼-mile and **two sites** within a ½-mile radius of the subject property. The closest site is:

- Elkhart Door located at 1515 Leininger Avenue, approximately 1,900 feet south of the subject property. That site has been given a medium priority. Soil and groundwater have been impacted by the release. Based on the distance of that site from the subject property, it is not likely that site would have a negative impact on the subject property.

5.2.4 Solid Waste Facilities and Landfills

Solid Waste Facilities/Landfill Sites (SWF/LF) type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal.

A review of this list revealed **no sites** within ½-mile radius.

5.2.5 Spill 90 Sites

SPILLS 90 provides a listing of incidents reported to the Office of Emergency Response.

A review of this list revealed **three sites** within one-mile radius. The closest site is:

- Trans-Truck located at 1627 W. Lusher Avenue, approximately 450 feet west of the subject property. A 3,800-gallon spill of ferril chloride was reported on July 27, 1994. Based on the distance and cross-gradient location of that site from the subject property, it is not likely that release has had a negative impact on the subject property.

5.3 Non-Geocoded Properties

Fifteen (15) orphan sites were identified, none of which appear to represent a significant environmental concern. Given their proximity it does not appear that any of these sites would represent a significant environmental concern to the subject property.

6.0 MOLD EVALUATION

6.1 Interview with Site Contact

TEC provided Mr. Kraig Lang of Colbert Packaging with a questionnaire that included the following questions, which were intended to better understand mold conditions at the subject property. However, Mr. Lang had not provided answers to these questions at the time this report was completed, so TEC cannot comment on the tenant's knowledge of mold issues in the building.

Mr. Scott Dawson of Welch Packaging was also provided with a questionnaire with the following questions, but the questionnaire had not been returned at the time this report was completed, so TEC cannot comment on the owner's knowledge of mold issues in the building.

- 6.1.1 *Is or has there been any visual mold growth of moldy odors identified within the Site building?*
- 6.1.2 *Is or has there been any moisture, condensation or high humidity problems within the Site building?*
- 6.1.3 *Have any areas of the Site building been impacted by a flood, plumbing/sewer leak, roof/window leak, groundwater intrusion or discharge of a sprinkler system? If "yes," has the basement been characterized by dampness or periodic wetness?*
- 6.1.4 *Is a sump pump located within the basement of the Site building? If "yes," has the basement been characterized by dampness or periodic wetness?*
- 6.1.5 *Have any occupants of the Site building complained as to water intrusion or moldy odors within their tenant spaces or reported any adverse health problems what have been alleged to be related to the Site building?*
- 6.1.6 *Does the HVAC system have any drip pans or other open discharge of condensate water, steam or other moisture? If "yes," does the HVAC system have a written maintenance program?*
- 6.1.7 *Has a state or local health agency issued any notices of violation to the Site building as to indoor air quality, odors, and moisture or mold growth? If "yes," the Consultant must attempt to obtain a copy of such documentation.*
- 6.1.8 *Have any moisture surveys, indoor air quality reports or mold surveys been conducted for the building? If "yes," the Consultant must attempt to obtain a copy of such documentation.*
- 6.1.9 *Has an insurance claim ever been filed for water or mold-related damage to the Site building?*

6.2 Visual Assessment

6.2.1 *Did the Consultant observe evidence of significant amounts of suspected mold growth within the Site building? If "yes," the Consultant must state the type of building material impacted and the square footage of such growth.* No

6.2.2 *Did the Consultant note any mold odors within the Site building?* No

6.2.3 *Did the Consultant observe evidence of ponding on the roof of the site building?* The roof was not accessible at the time of the site inspection.

6.2.4 *Did the Consultant observe evidence of excessive patching on the roof of the Site building?* The roof was not accessible at the time of the site inspection.

6.2.5 *Did the Consultant observe any water staining, standing water or discoloration on any walls, floors, ceilings or other building materials? If "yes," the Consultant must state the type of building material impacted the square footage of such staining or discoloration.* Yes. Drip lines were observed along the east wall of the southern warehouse area and water staining was observed on the gypsum board ceiling indicating potential roof leakage along the roof and wall intercept. The wall is constructed of painted concrete blocks.

Minor water staining was also observed on one 2' x 4' ceiling panel in one of the quality control offices at the north end of the production area and in the die staging room.

6.2.6 *Did the Consultant observe any evidence of flooding, plumbing/sewer leaks, roof/window leaks, groundwater intrusion or discharge of a sprinkler system within the Site building?* Yes. Drip lines were observed along the east wall of the southern warehouse area and water staining was observed on the gypsum board ceiling indicating potential roof leakage along the roof and wall intercept. The wall is constructed with painted concrete blocks.

Minor water staining was also observed on one 2' x 4' ceiling panel in one of the quality control offices at the north end of the production area and in the die staging room.

6.2.7 *Did the Consultant observe any areas of high humidity (e.g., indoor pools, spas, whirlpools, saunas, and decorative fountains) located within the Site building? If "yes," the Consultant must indicate any evidence of water staining or standing water within such areas.* No.

6.2.8 *Did the Consultant observe any heat exchangers/cooling towers within any mechanical areas of the Site building? If "yes," the Consultant must indicate any evidence of water staining or standing within such areas.* No.

7.0 SITE RECONNAISSANCE

7.1 Underground Storage Tanks

Evidence of an UST observed at the time of the site inspection included a fill pipe located at the southeast corner of the building. According to Mr. Showers, a heating oil UST was abandoned in place some time in the late 1980s to early 1990s. He stated that the UST provided fuel to oil heating units in the building that are no longer in use. Mr. Showers indicated that the UST was located in an area near the recessed loading dock at the southeast corner of the building. He stated that the UST was originally on the exterior of the building and the southern warehouse addition was constructed over it.

No documentation of the UST abandonment or soil sampling is available. The site is not listed on the UST or LUST databases. There is the potential that the UST has not been properly abandoned since the UST was never registered. There is the potential that site soils have been impacted by the operation of the UST.

7.2 Aboveground Storage Tanks

No evidence of aboveground storage tanks (ASTs) was observed at the time of the site inspection. Mr. Showers of Colbert Packaging indicated that there are no ASTs on the property.

7.3 Hazardous Substances

A hazardous waste and hazardous substance storage room is located in the southwest corner of the building. Hazardous substances observed in the storage room included:

- One 55-gallon container of Step #1 cleaning solution
- One 55-gallon container of kerosene
- One 55-gallon container of roller wash
- Four 55-gallon container of typewash
- One empty 55-gallon container of UV REL wash
- Eleven 5-gallon containers of oils
- Three 55-gallon containers of hydraulic oil
- One 55-gallon container of S-148
- Four 55-gallon containers of gear oil
- One 55-gallon container of oil

The storage room floor was recessed approximately three inches below the surrounding floor providing secondary containment to the room. The floor drain in the room was plugged. Minor staining was observed on the floor. This minor staining does not constitute an environmental concern.

Other hazardous substances observed throughout the facility are as follows:

- One 55-gallon container of gear oil, four 55-gallon containers of 211P wash, and approximately sixteen empty 55-gallon containers were observed in the southwest corner of the building.
- Nine 3-gallon containers of developer and six 1-gallon containers of regenerator were observed on shelves outside the design office.
- Small containers 1-gallon and less of cleaning solutions were observed in a locked storage room in the southern warehouse area.
- A flammable materials cabinet was observed along the east wall of the building, but the cabinet contained no liquid materials.
- One 5-gallon container of oil was observed in the drill press room along the north end of the building.
- Four empty plastic 30-gallon containers and one full 30-gallon container of fountain concentrate were observed along the north end of the production area.
- Numerous small containers 5-gallon and less in size of printing inks were observed in the ink storage room.
- A flammable materials storage cabinet containing 5-gallon containers of roller wash and inks, one 55-gallon container of Wash 211P, and four 30-gallon containers of fountain additive were observed in the northeast corner of the production area.

None of these containers were provided with secondary containment, but no staining was observed on the floor. All 55-gallon containers of hazardous substances should be provided with secondary containment to prevent any leaks or spills from impacting site soils.

7.4 Hazardous Waste

The subject property was identified on the RCRA Generator database as Colbert Packaging Corp. The property is listed as being a SQG of corrosive, ignitable, spent halogenated solvent, and spent non-halogenated solvent wastes. At the time of the site inspection, a hazardous waste and hazardous substance storage room was observed in the southwest corner of the building. The following hazardous waste was observed in the storage room:

- Four 55-gallon containers of used oil
- One 55-gallon container of used oil filters
- Five 55-gallon containers of solvent waste
- Two 55-gallon containers of used absorbents

The storage room floor was recessed approximately three inches below the surrounding floor providing secondary containment to the room. The floor drain in the room was plugged. Minor staining was observed on the floor.

Other hazardous waste observed at the time of the site inspection included two 55-gallon containers of waste ink located in the ink storage room. The containers were not provided with secondary containment. No staining was observed on the floor around the containers. These containers should be provided with secondary containment to prevent any leaks or spills from impacting site soils.

7.5 Polychlorinated Biphenyls

Polychlorinated biphenyl's (PCBs) are controlled by the Toxic Substance Control Act (TSCA) of 1980. TSCA regulates the manufacture of materials that are considered toxic and potentially harmful to human health and environment. PCBs were used in older transformer and switchgear fluids as an electrical insulator. PCBs may also be found in recycled oil and older electrical equipment.

Three pole-mounted transformers were observed at the southeast corner of the property. One pad-mounted transformer was observed on the south side of the building. One pole-mounted transformer was observed at the east end of the property. No evidence of leakage was observed.

Several dry-type transformers were observed on the floor or mounted on the walls on the interior of the building. These transformers do not utilize cooling fluids and do not likely contain PCBs.

One trash compactor was observed along the north wall of the southern warehouse area. No staining was observed on the floor around the compactor. Another trash compactor was observed at the southwest corner of the building. Oil staining was observed on the pavement at the north end of the compactor.

No other potential PCB-containing equipment was observed on the subject property.

7.6 Solid Waste Disposal

Small dumpsters were observed throughout the facility and one large roll-off box was observed at the southwest corner of the building. The dumpsters and roll-off box are serviced by Himco. No staining was observed around the dumpsters or roll-off box.

One trash compactor was observed along the north wall of the southern warehouse area. No staining was observed on the floor around the compactor. Another trash compactor was observed at the southwest corner of the building. Oil staining was observed on the pavement at the north end of the compactor.

Another roll-off box that is serviced by L.L. Geans Construction Co. was observed at the southwest corner of the building that appeared to be used by a contractor performing work on a storm drain at the west end of the building. The roll-off box contained paving materials, concrete, and soil. No evidence of staining was observed around that roll-off box.

Dust from the dust collection systems are collected in 55-gallon containers. No information could be obtained on how the dust is disposed.

7.7 Stained Surfaces and Distressed Vegetation

The exterior portion of the property was inspected for evidence of dumping or of chemical or liquid spills. No signs of open dumping, spills, disturbed soils, toxic or hazardous substances or chemical products were observed on the outdoor ground of the subject property. Oil staining was observed on the pavement at the north end of the trash compactor located at the southwest corner of the building.

7.8 Underground Structures & Sanitary Wastewater Disposal

Upon inspection of the property, the water discharge currently consists of sanitary wastes. The effluent at this site is discharged to the local water treatment authority, which is the City of Elkhart Public Works Department.

Subfloor grates were observed where printing is conducted in the production area. No information could be obtained from Mr. Lang concerning the use of these grates.

7.9 Additional Issues of Environmental Concern

7.9.1 Asbestos-Containing Material

Based on the age of the building (between 1947 and 1980), it is possible that construction materials used contain asbestos fibers. Suspect ACMs observed on the subject property included drywall compound, carpet mastic, gypsum board, tan linoleum, 1' x 1' ceiling tiles, brown 12" x 12" adhesive tile, fiberboard, cream 12" x 12" adhesive tile, blue 12" x 12" vinyl floor tile and mastic, gray 12" x 12" vinyl floor tile and mastic, cream linoleum, textured wall covering, tan 12" x 12" vinyl floor tile and mastic, and 2' x 2' and 2' x 4' ceiling panels.

Water damage was observed on 2' x 4' ceiling panels in the dies staging room and the quality control office. Minor damage to the 2' x 4' ceiling panels was observed in the ink storage room. Damaged blue 12" x 12" vinyl floor tile was observed in the ink storage room. Missing gray 12" x 12" vinyl floor tiles were observed in the plate storage room. Water damage to the gypsum board was observed along the east end of the southern warehouse area. Damaged fiberboard was observed on the ceilings in the drill press room and carpentry room at the north end of the production area. The remaining materials were in good condition at the time of the site inspection.

7.9.2 Lead-Based Paint

Based on the age of the building (between 1947 and 1980), it is possible that paint used in this building contains lead. No cracked or peeling paint was observed in the building at the time of the site inspection.

8.0 LIMITATIONS and CONDITIONS

The evaluations and conclusions presented herein are based upon observations made during site reconnaissance, review of ownership records, discussions with local officials, and review of readily accessible environmental databases. This analysis of the property does not represent a full-scale investigation and evaluation of the site; in addition, we have accepted as true the information provided by those sources mentioned above.

TEC made numerous attempts via telephone and email to contact Mr. Kraig Lang of Colbert Packaging to obtain additional information on Colbert Packaging's operations on the subject property, but Mr. Lang was not responsive to our information requests. The property owner representative, Mr. Scott Dawson, was also contacted for further information about the property, but Mr. Dawson was out of the office and not available for questioning.

Information obtained for this report was received from several sources that we believe to be reliable. The authenticity or reliability of these sources cannot and is not warranted hereunder. These services are not to be construed as legal interpretation.

This assessment has been performed in a professional manner using the degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same locality as the Site. Because the evaluation of the property and immediate site vicinity were based upon limited data and information, the risk or likelihood of environmental impairment at the property cannot be completely ruled out.

9.0 REFERENCES

1. City of Elkhart, Building Department, Freedom of Information Act request.
2. City of Elkhart, Fire Department, Freedom of Information Act request.
3. Elkhart County Health Department, Freedom of Information Act request.
4. Radius Map Report, March 16, 2010, First Search Technology Corporation, Norwood, Massachusetts.
5. Sanborn Maps and City Directory Search, First Search Technology Corporation, Norwood, Massachusetts.
6. Aerial photographs dated 1938, 1951, 1973, 1987, and 1999, First Search Technology Corporation, Norwood, Massachusetts.
7. Interview, Mr. Kraig Lang, Chief Financial Officer, Colbert Packaging Corp. and current tenant.
8. Interview, Mr. Steve Showers, Plant Maintenance, Colbert Packaging Corp.
9. Environmental Assessment Questionnaire and Disclosure Statement and interview, Mr. Kraig Lang, Chief Financial Officer, Colbert Packaging Corp., current tenant (attached).
10. U.S. Environmental Protection Agency, Five-Year Report, Conrail Rail Yard Superfund Site, June 15, 2009.
11. Envirocorp Services & Technology, Inc., Phase I Environmental Site Assessment dated July 1, 1996.

FIGURE 1:

Site Location Maps



The English Company

1951 Hampton Drive
Wheaton, Illinois 60189

(630) 260-8099

www.englishcompany.org

fax (630) 260-8568

Site Location Map

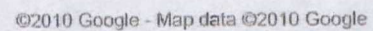
1511 W. Lusher Avenue
Elkhart, Indiana

Year:
1999

Source:
MSR Maps

Scale:
1" = 200'

Project Number:
2916-518



fax (630) 260-8568

1511 W. Lusher Avenue
Elkhart, Indiana

Year: 2009

Source: Google

Scale: $1'' = 200'$

Project Number:
2916-518

APPENDIX A:

Site Photographs

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

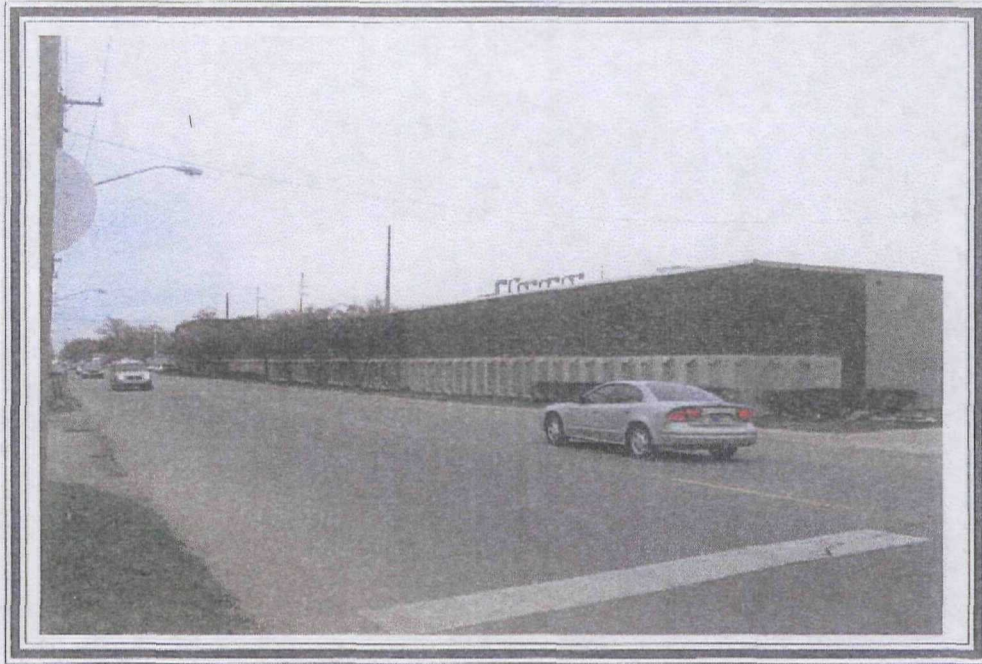


Photo 1: View of the north side of the building from the northwest.

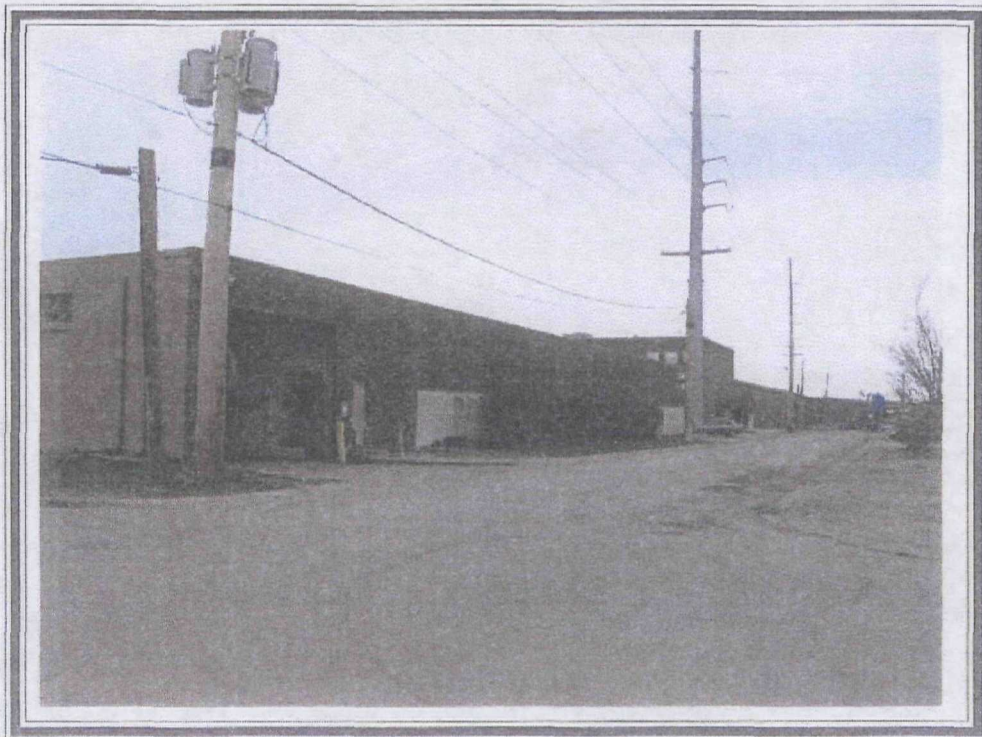


Photo 2: View of the east end of the building from the southeast. Note the three pole-mounted transformers at the southeast corner of the building.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

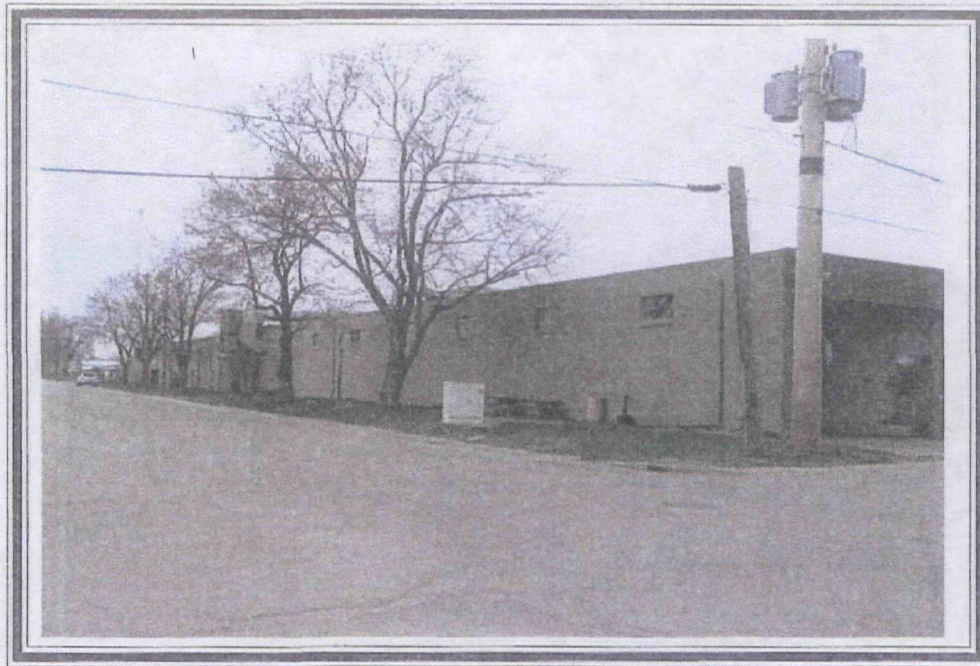


Photo 3: View of the south side of the building from the southeast.

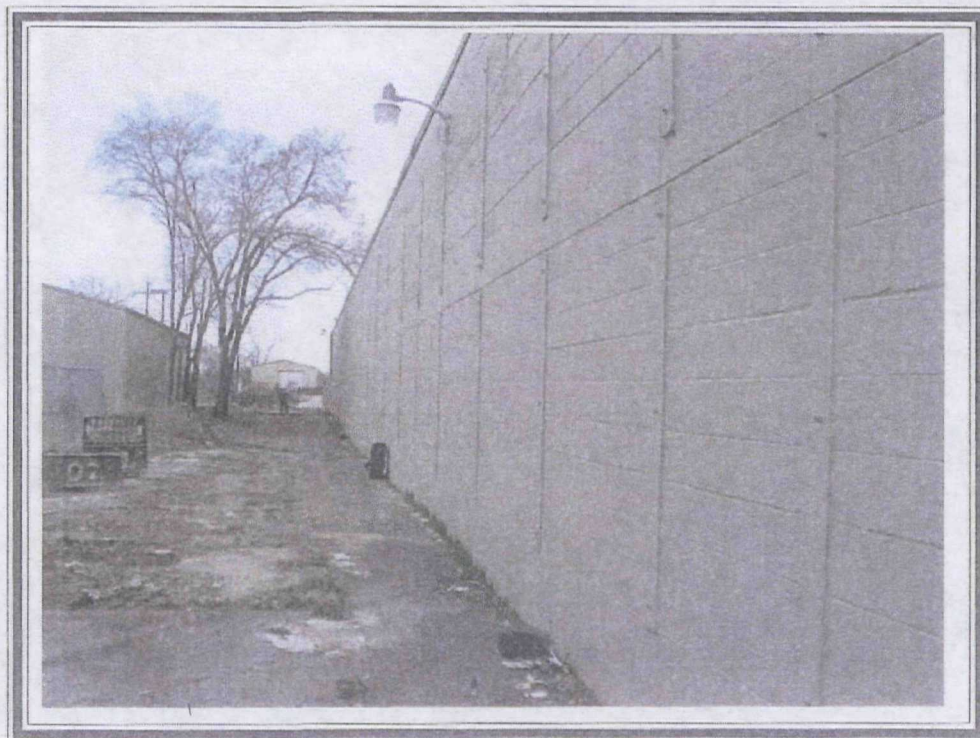


Photo 4: View of the west end of the building from the south.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 5: View of the parking lot in the eastern portion of the property from the north.



Photo 6: View of the parking lot in the eastern portion of the property from the north.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 7: View of the parking lot in the eastern portion of the property from the north.



Photo 8: View of the undeveloped area at the east end of the eastern portion of the property from the north.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

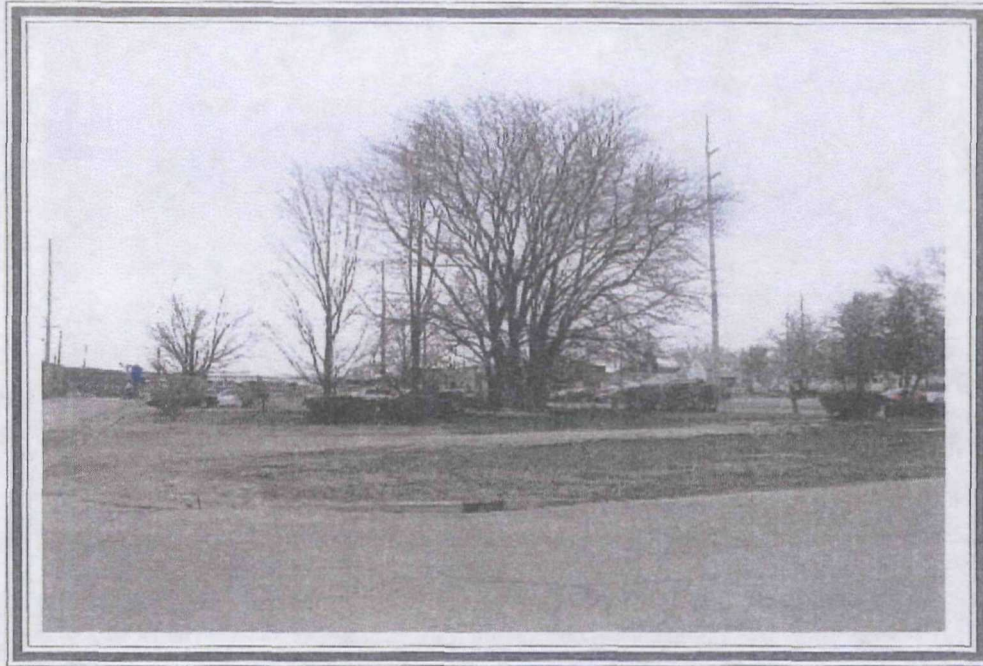


Photo 9: Undeveloped area in the eastern portion of the subject property from the south.

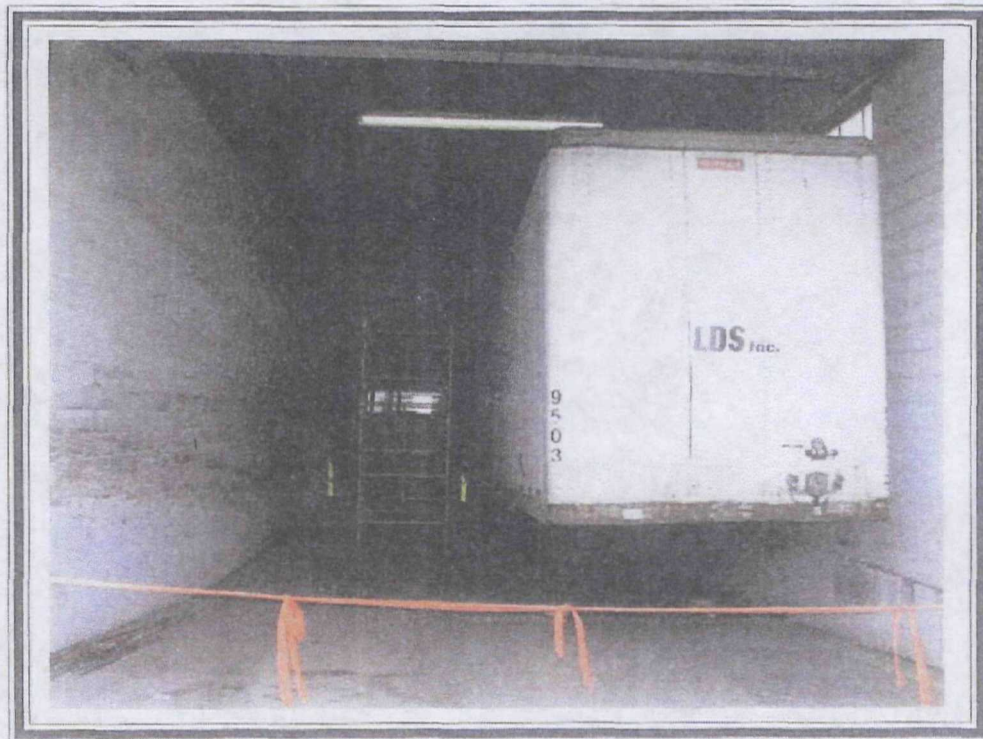


Photo 10: Recessed loading dock at the southwest corner of the building.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

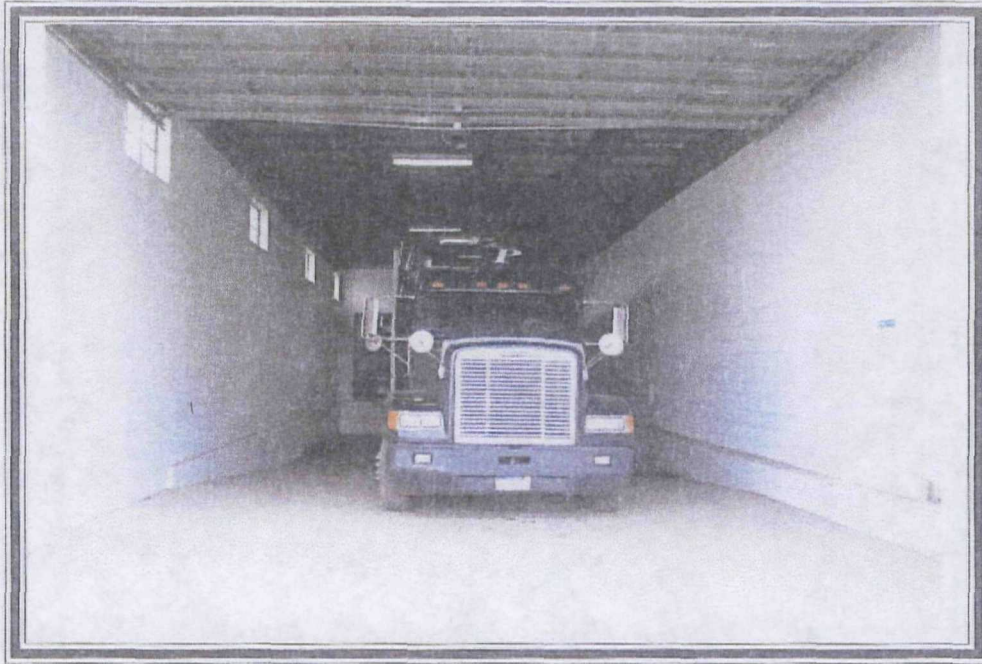


Photo 11: Recessed loading dock at the southeast corner of the building.

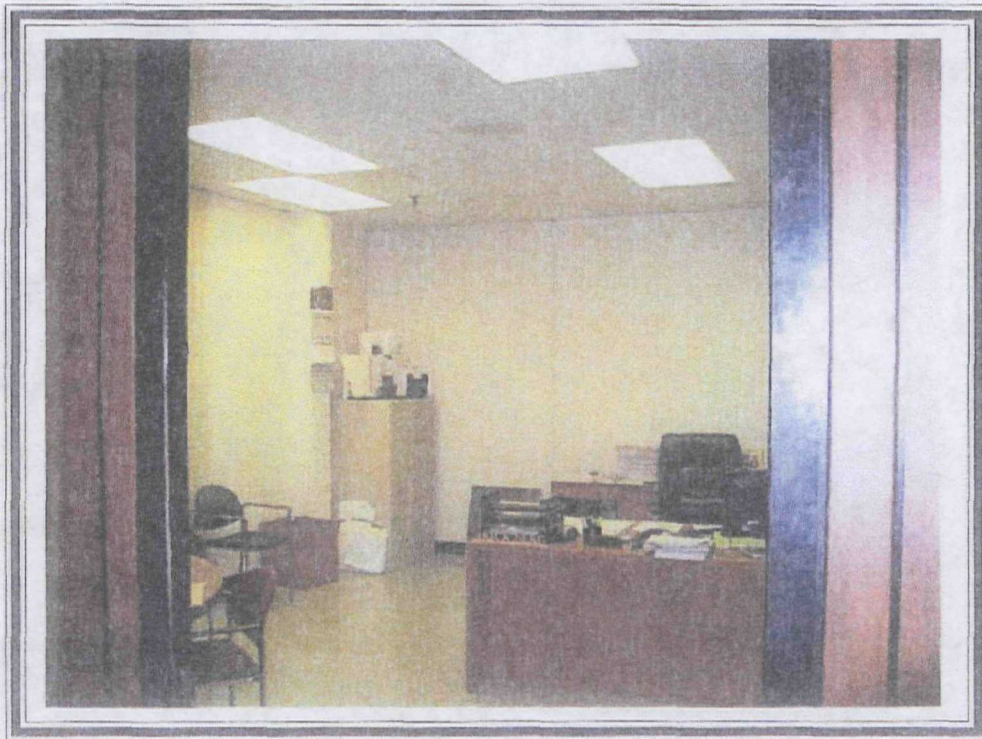


Photo 12: Typical interior of the individual offices in the first floor office area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

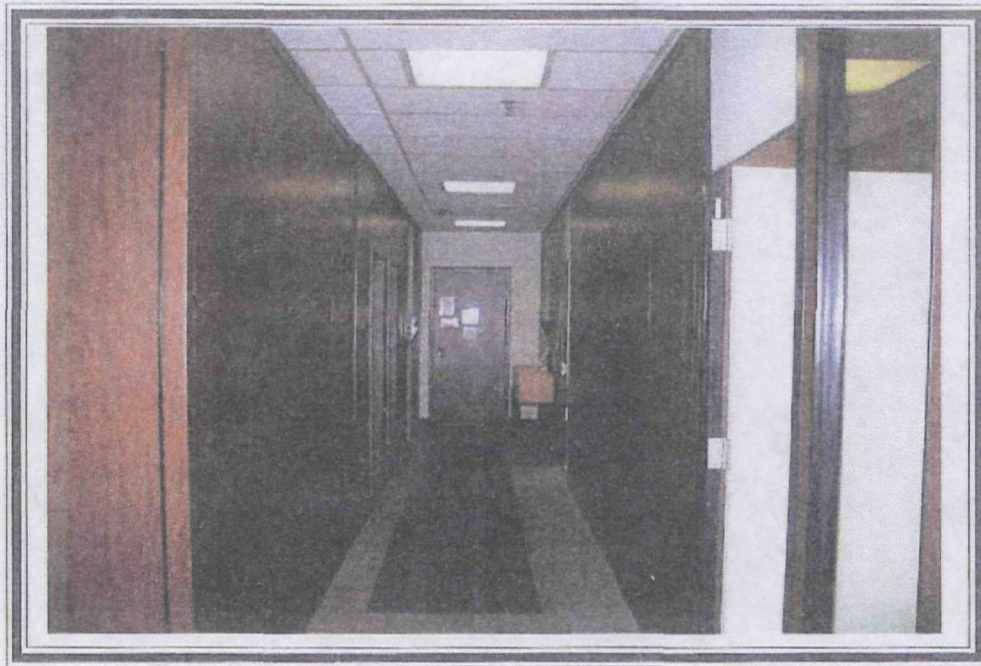


Photo 13: Typical interior of the hallway in the first floor office area.



Photo 14: Typical interior of the open office area in the second floor office area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 15: Typical interior of the conference room in the second floor office area.

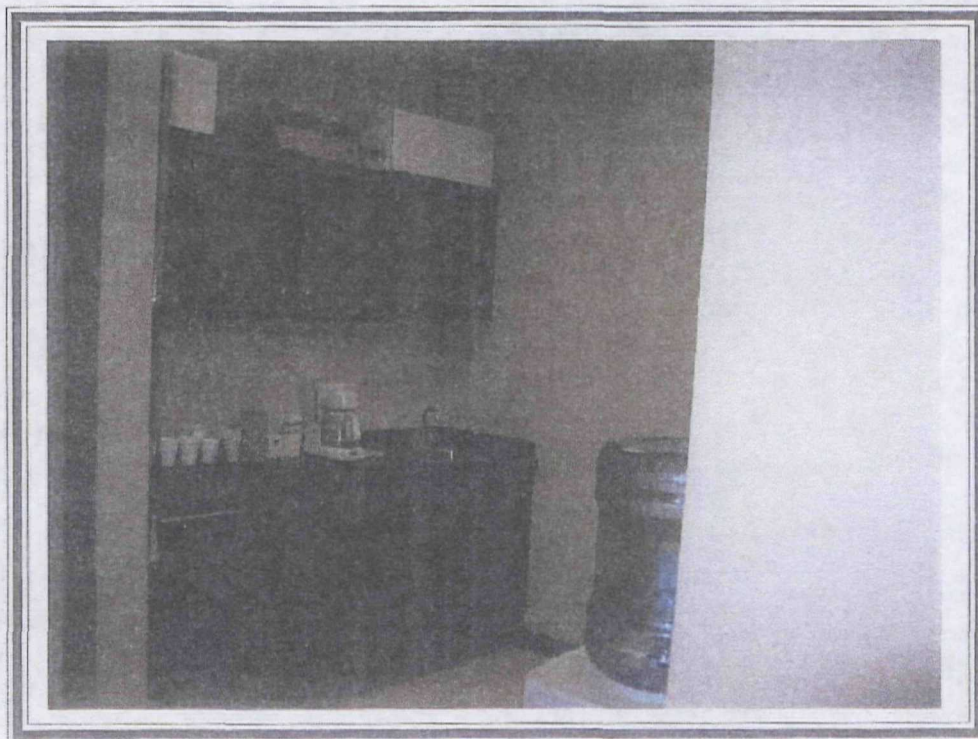


Photo 16: Typical interior of the kitchen in the second floor office area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

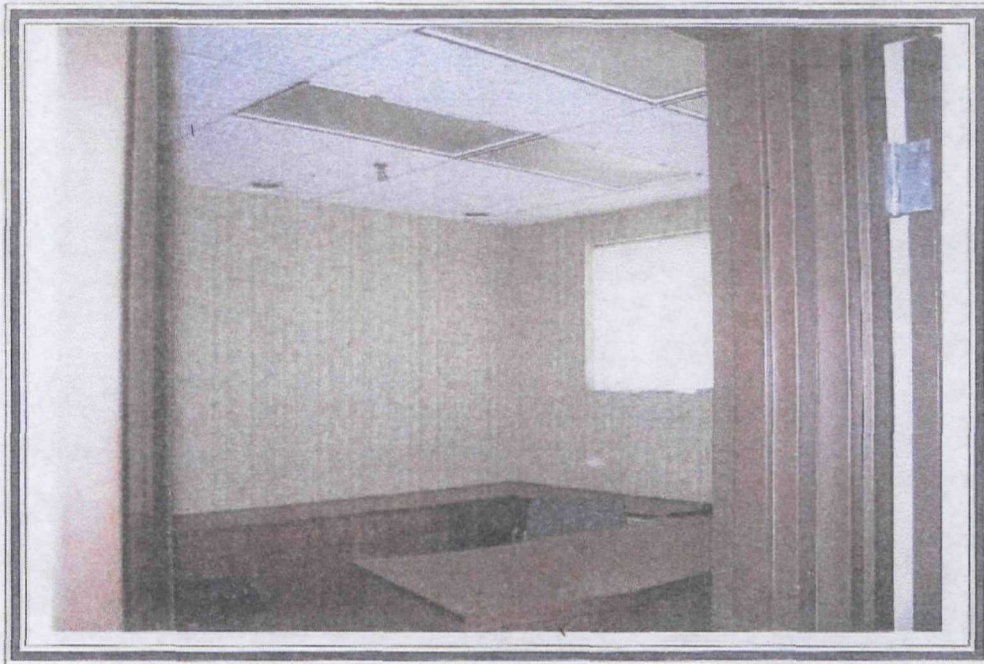


Photo 17: Typical interior of the individual offices in the second floor office area.



Photo 18: Typical interior of the file storage room in the second floor office area.

Photograph Log

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Photo 19: Typical interior of the main production area.



Photo 20: Typical interior of the north end of the main production area.

Photograph Log

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Photo 21: Typical interior of the plate storage room.

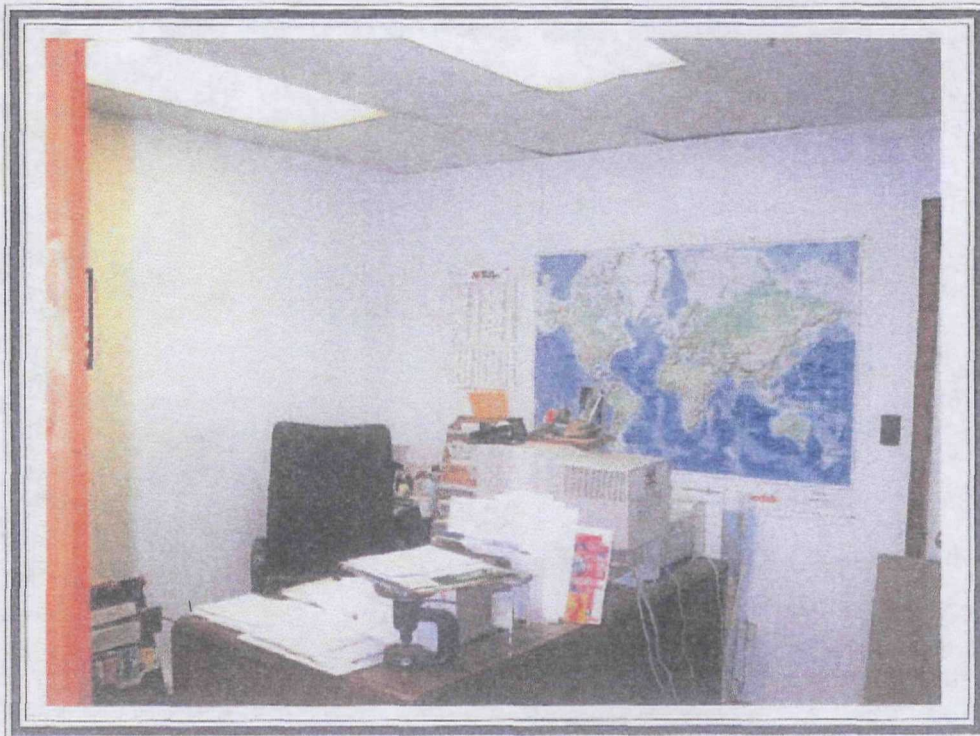


Photo 22: Typical interior of an office at the north end of the main production area.

Photograph Log

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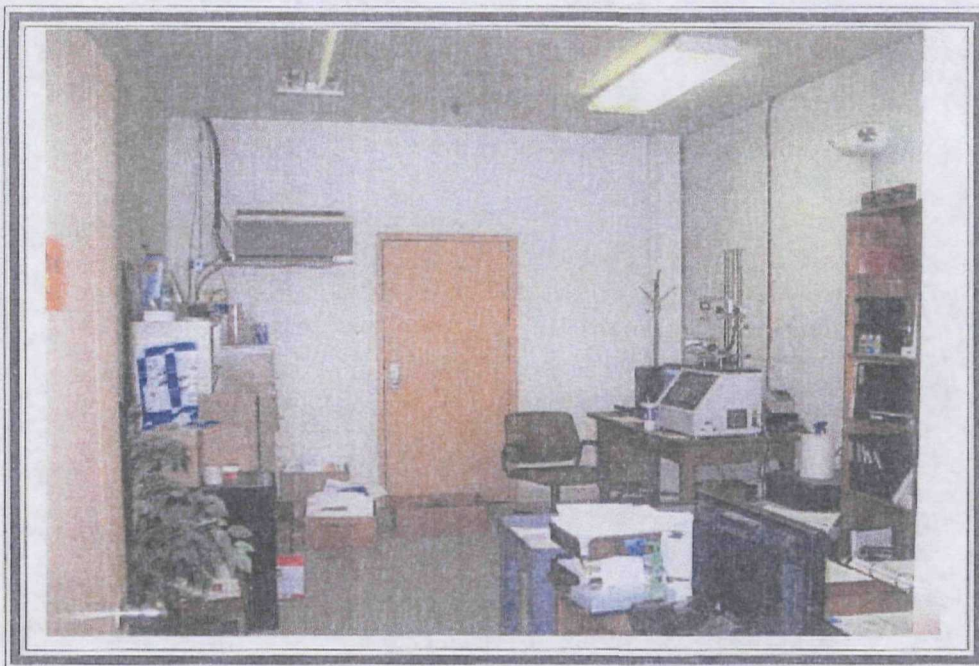


Photo 23: Typical interior of the quality control office located at the north end of the production area.

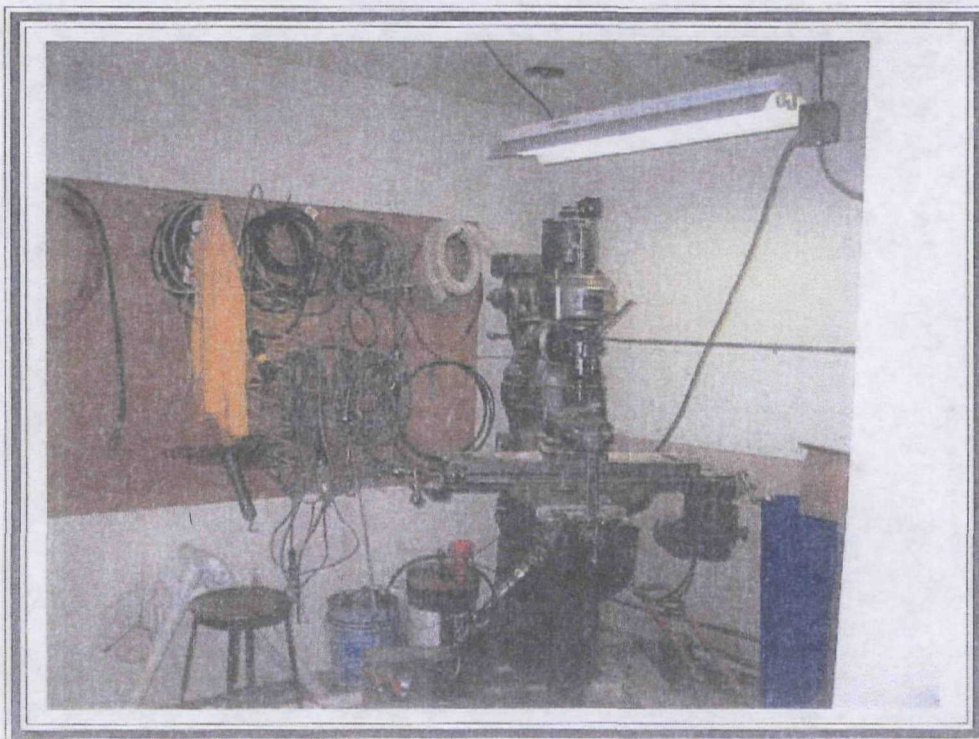


Photo 24: Typical interior of the drill press room at the north end of the main production area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

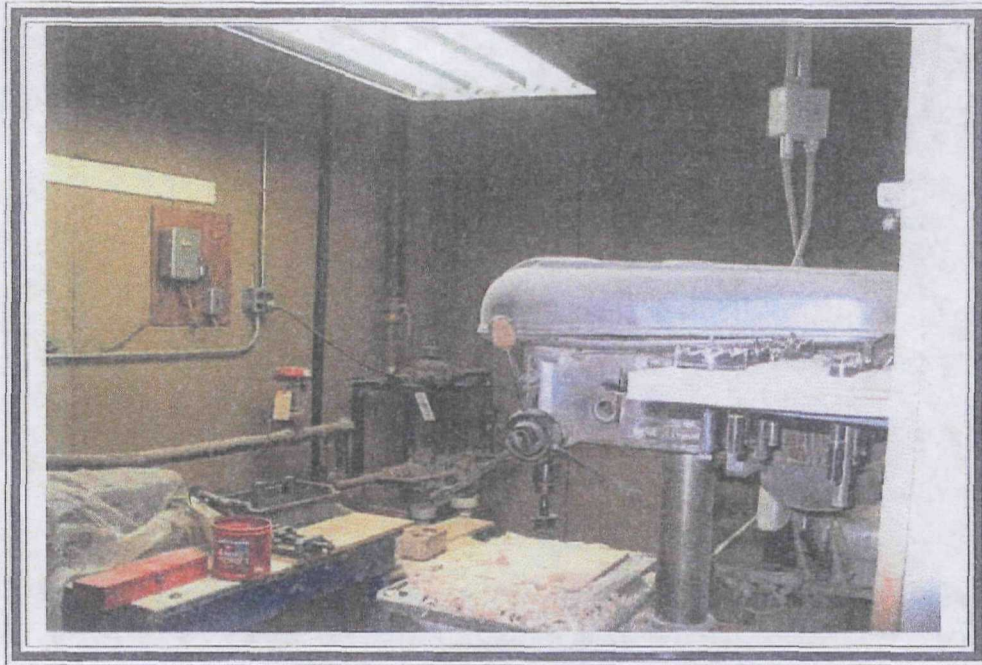


Photo 25: Typical interior of the carpentry room at the north end of the production area.



Photo 26: Typical interior of the lunch room located in the center of the main production area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

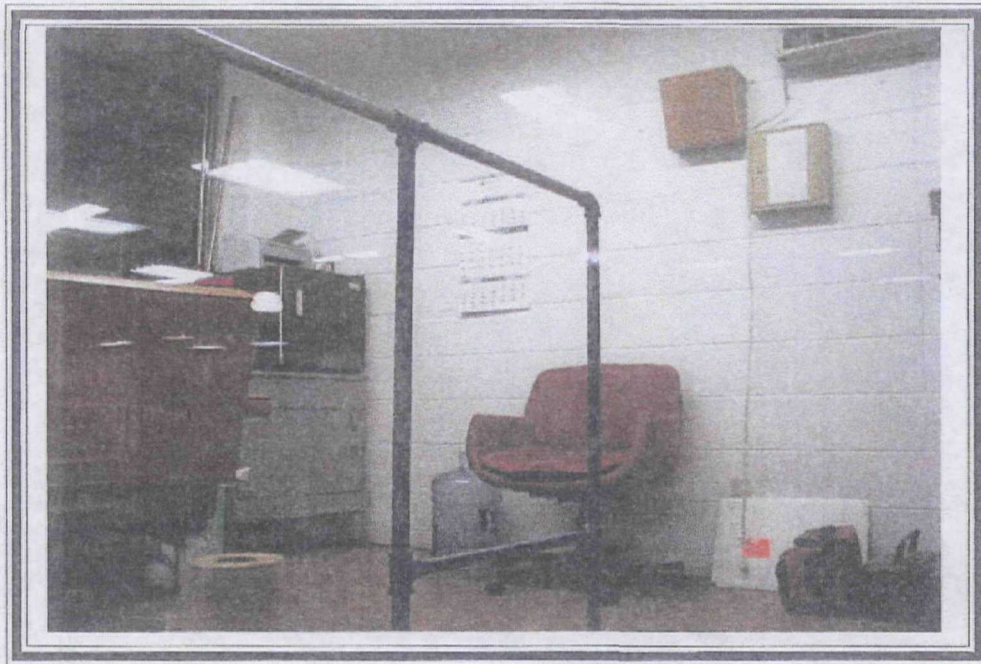


Photo 27: Typical interior of an office located in the center of the production area.

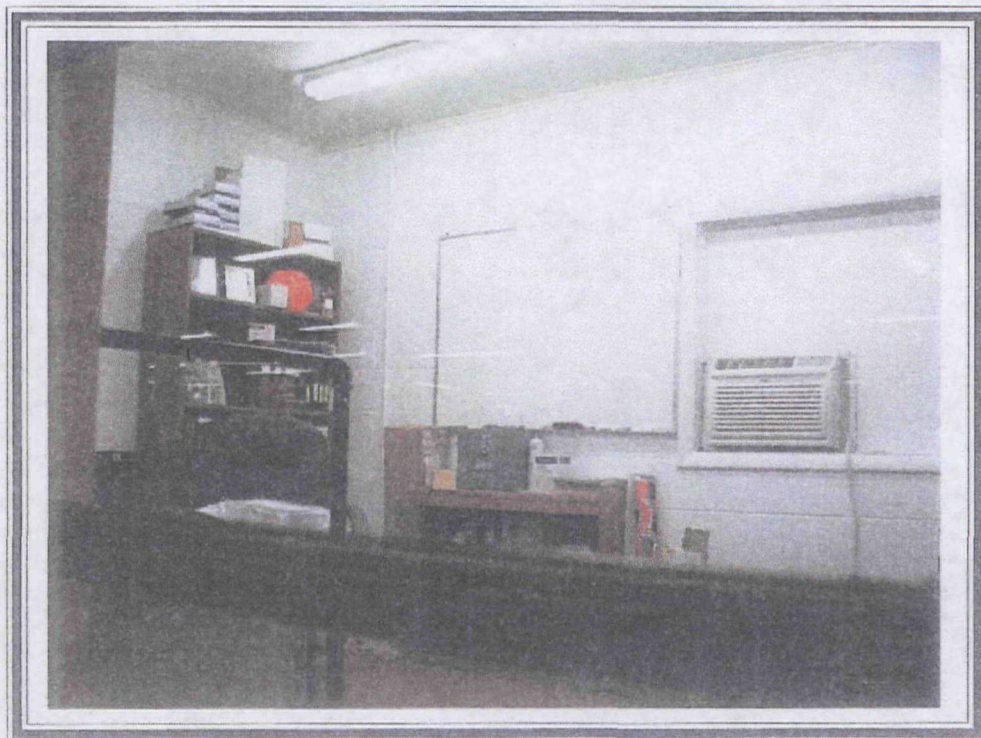


Photo 28: Typical interior of the production office located at the east end of the main production area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 29: Typical interior of the southern warehouse area.



Photo 30: Typical interior of the maintenance room located along the north wall of the southern warehouse area that was not accessible.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

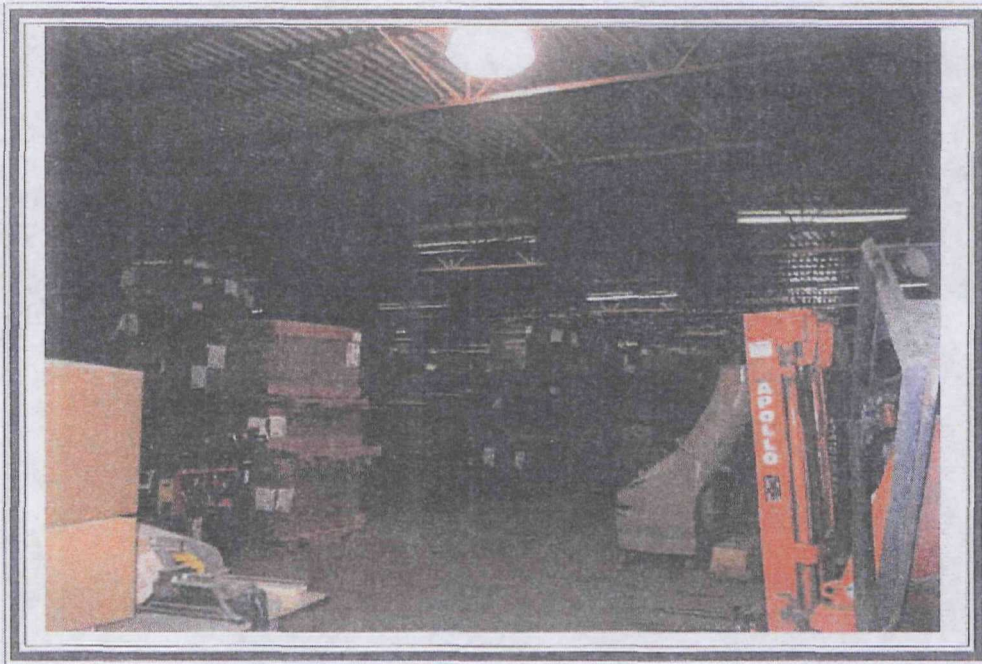


Photo 31: Typical interior of the western warehouse area.



Photo 32: Typical interior of the design office located at the north end of the western warehouse area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 33: Typical interior of the prepress printing room located at the north end of the western warehouse area.



Photo 34: Typical dumpster observed on the interior of the building.

Photograph Log

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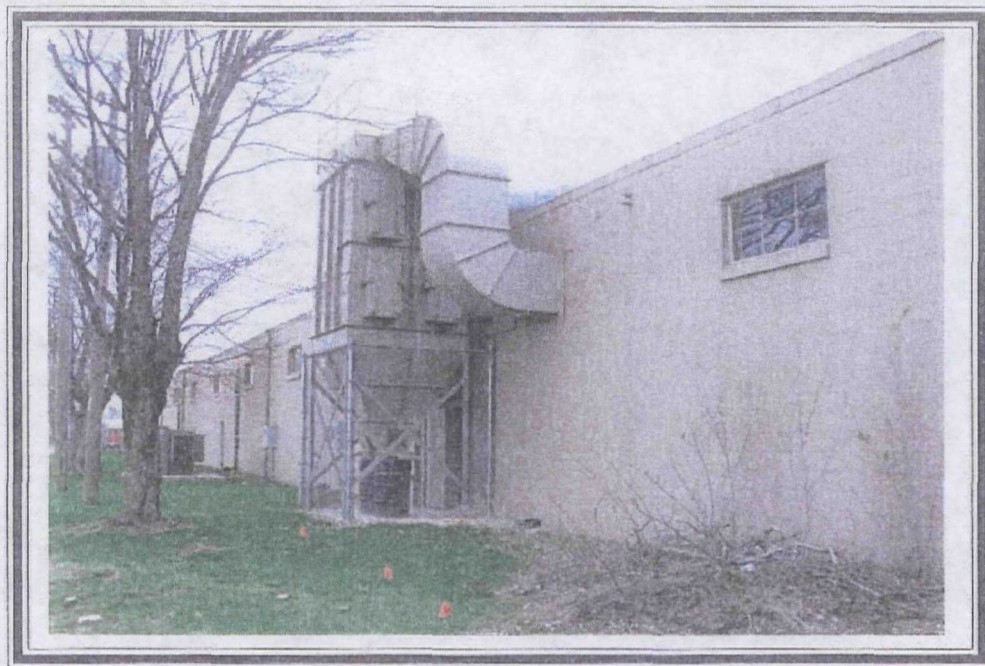


Photo 35: Dust collection system observed on the south side of the building.



Photo 36: Roll-off box and trash compactor observed at the southwest corner of the building.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 37: Oil staining on the pavement around the trash compactor at the southwest corner of the building.



Photo 38: Roll-off box for construction debris observed at the southwest corner of the building.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana



Photo 39: Manhole observed at the east end of the property.

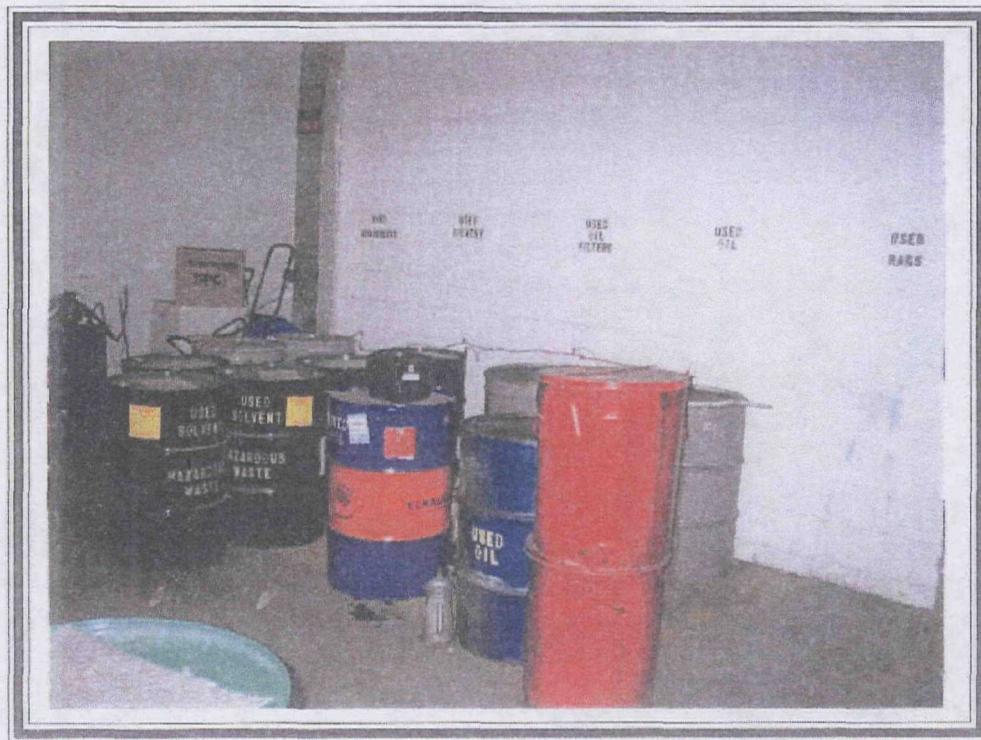


Photo 40: Containers of waste rags, waste oil, waste oil filters, waste solvent, and waste absorbents observed in the hazardous waste storage room.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

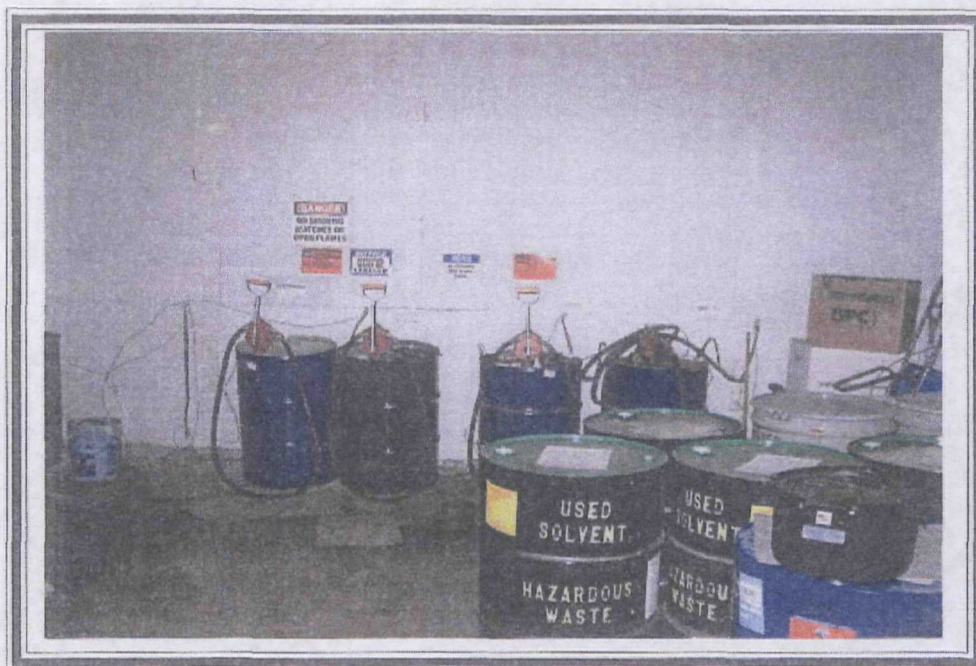


Photo 41: 55-gallon containers of Step #1 cleaning solution, kerosene, roller wash, and type wash observed in the hazardous waste and hazardous substance storage room.



Photo 42: 55-gallon containers of UV REL wash (empty) and oils and 5-gallon and 1-gallon containers of oils observed in the hazardous waste and hazardous substance storage room.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

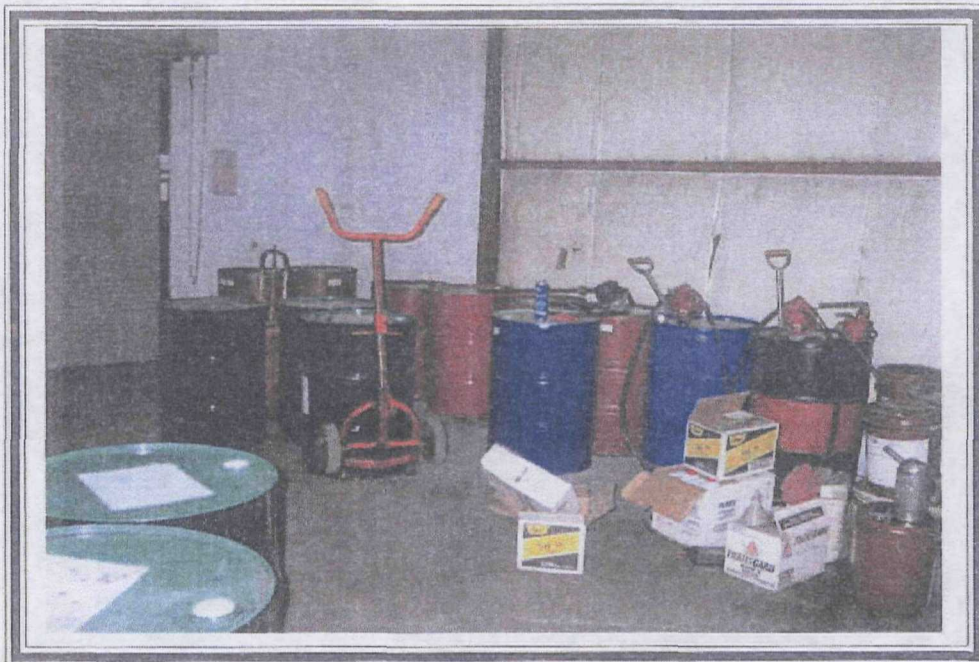


Photo 43: 55-gallon containers of oils, hydraulic oil, type wash, and gear oil and 5-gallon containers of oils observed in the hazardous waste and hazardous substance storage room.

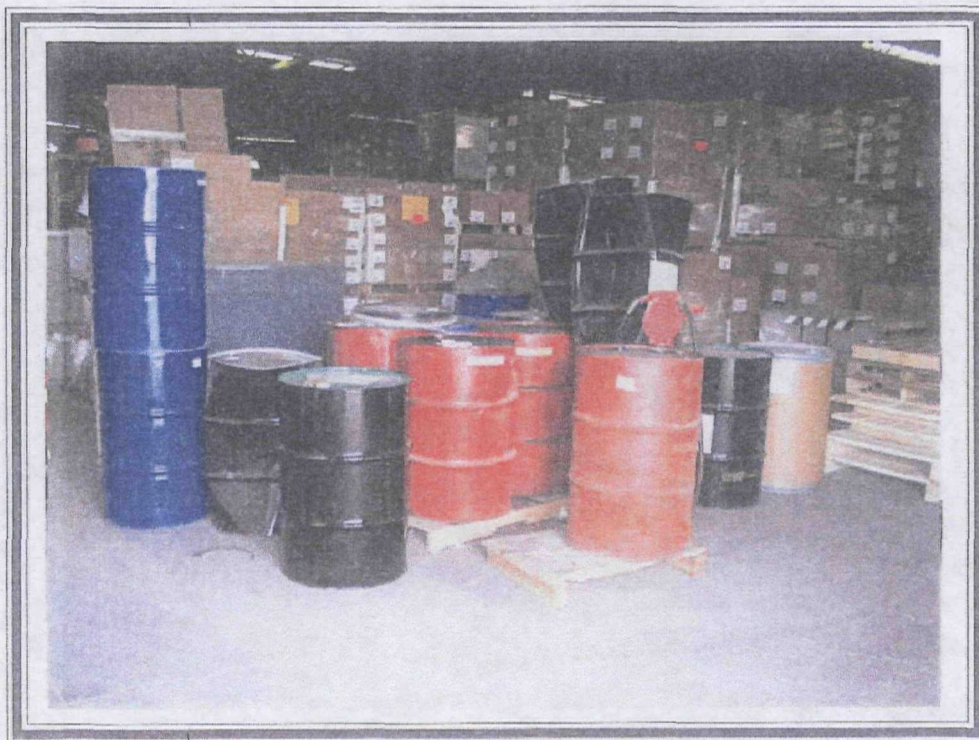


Photo 44: Empty 55-gallon containers and one 55-gallon container of gear oil observed in the southwest corner of the western warehouse area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 45: Propane storage and containers of distilled water observed in the southwest corner of the western warehouse area.

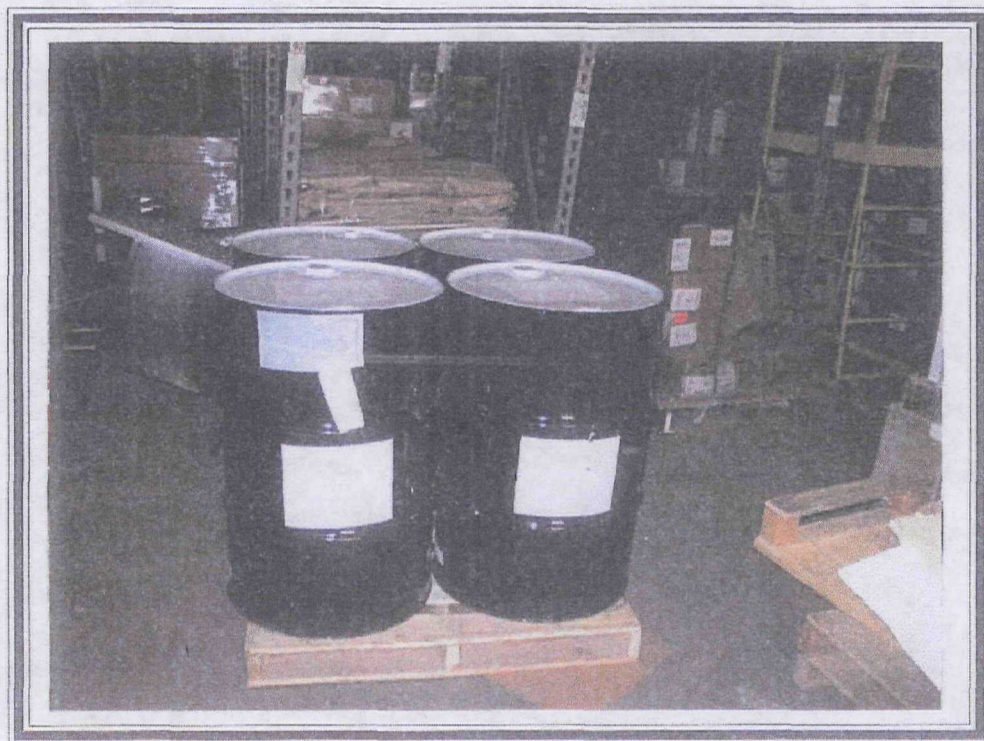


Photo 46: Four 55-gallon containers of Wash 211P observed in the southwest corner of the western warehouse area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

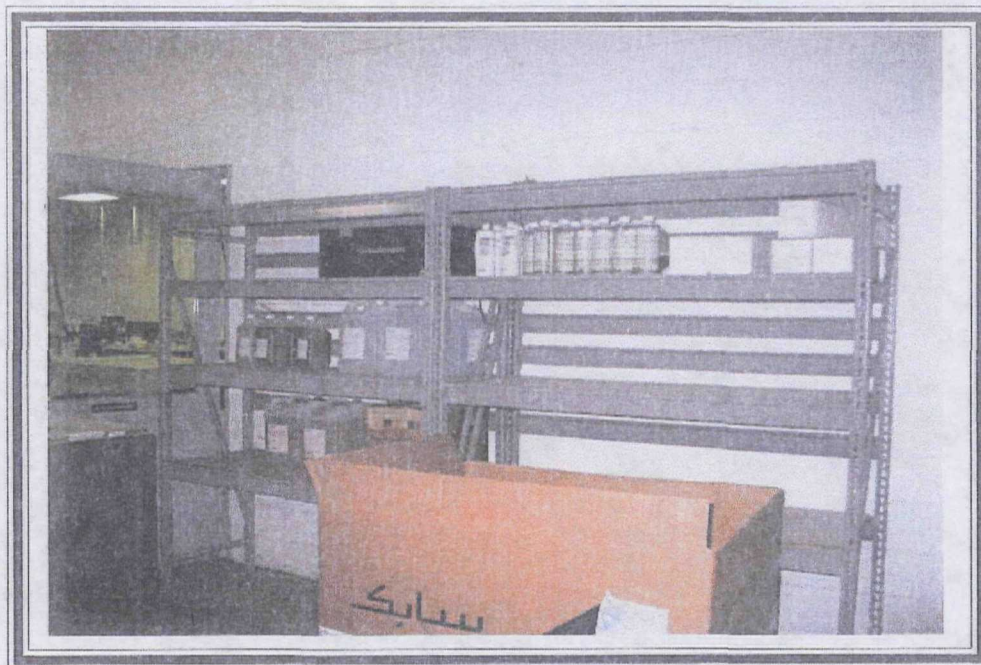


Photo 47: Small containers of plate cleaner, developer, and rejuvenator observed in the northeast corner of the western warehouse area.



Photo 48: Trash compactor observed along the north wall of the southern warehouse area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

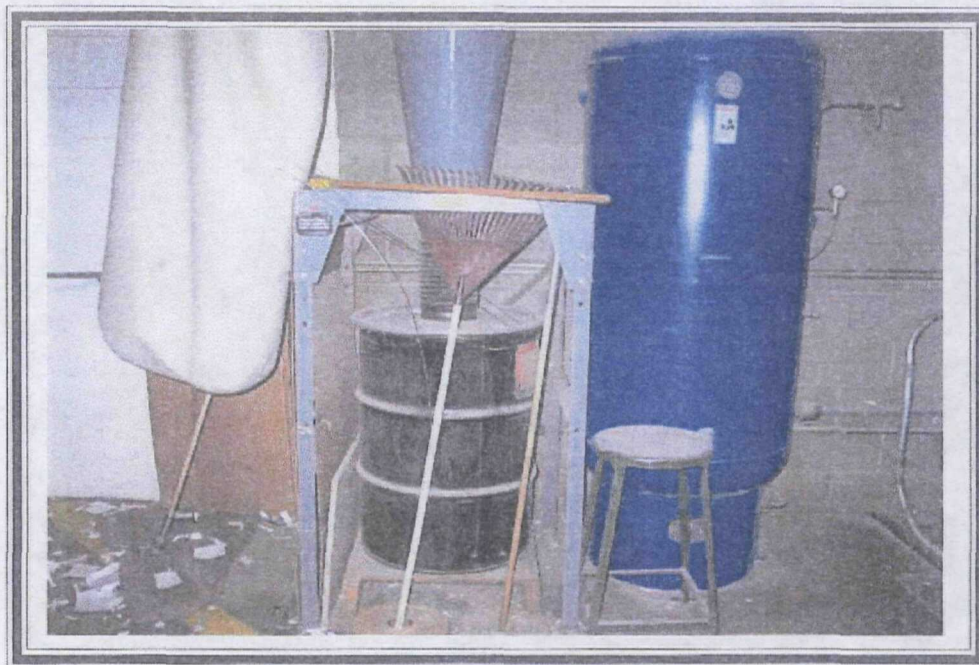


Photo 49: Dust collection system observed along the north wall of the southern warehouse area.

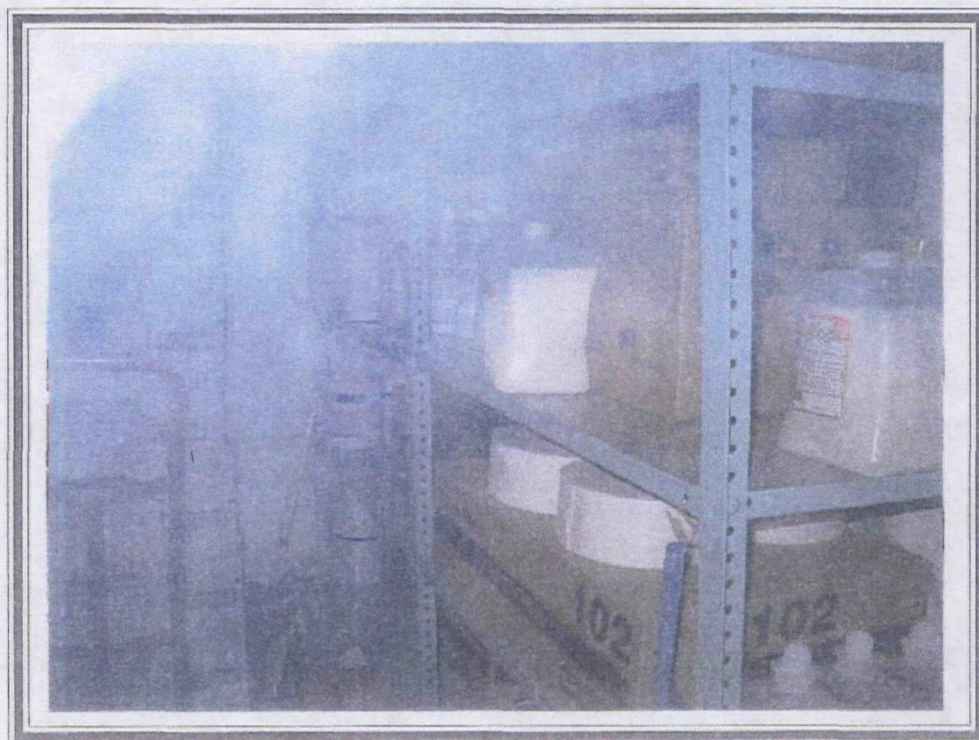


Photo 50: Small containers of cleaning solutions observed in a locked storage room along the north wall of the southern warehouse area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana



Photo 51: Flammable materials storage cabinet with no liquid storage on the east wall of the southern warehouse area.



Photo 52: Typical sub-floor grates observed in the production area.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

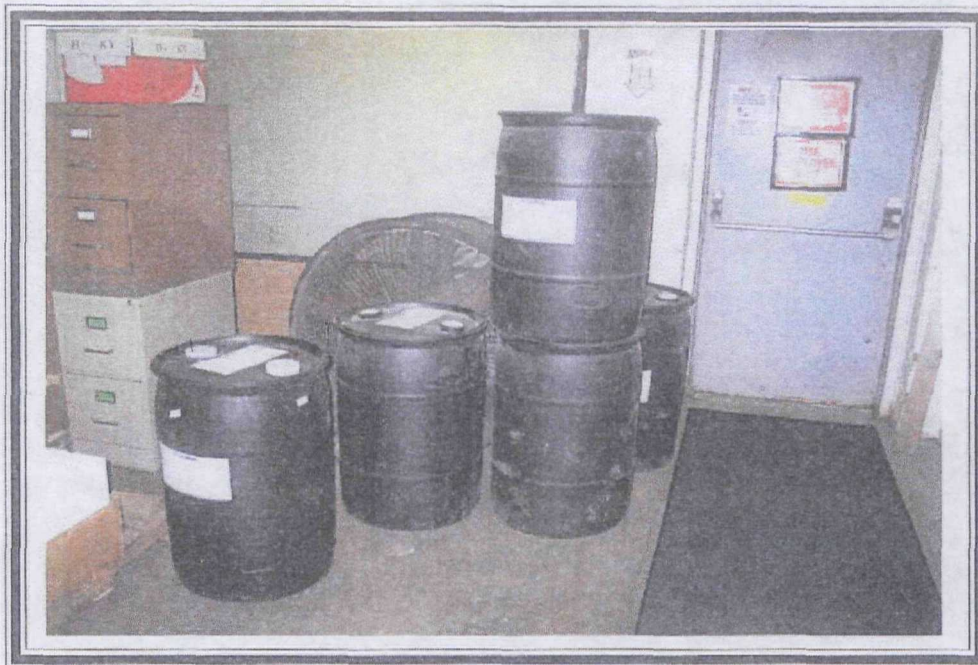


Photo 53: 55-gallon containers of fountain concentrate (four empty) observed at the north end of the production area.

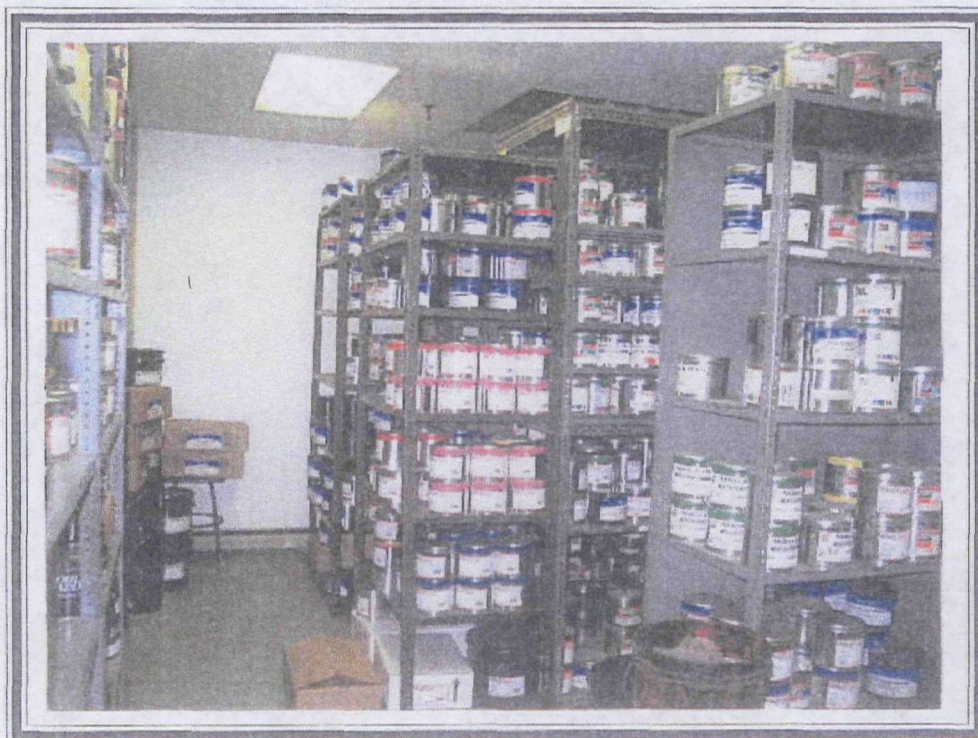


Photo 54: Numerous small containers of ink stored in the ink storage room.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 55: Two 55-gallon containers of waste ink and small containers of ink observed in the ink storage room.

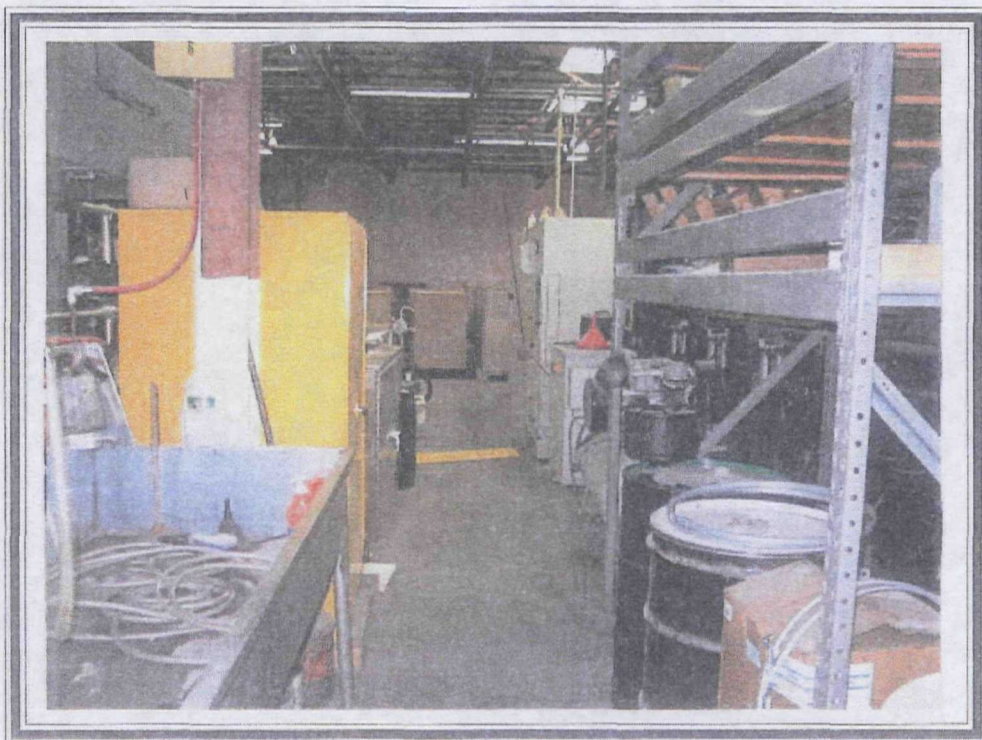


Photo 56: Flammable materials cabinet with roller wash and inks and 55-gallon containers of Wash 211P and fountain additive observed in the northeast corner of the production area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 57: Containers of Wash 211P and fountain additive observed in the northeast corner of the production area.

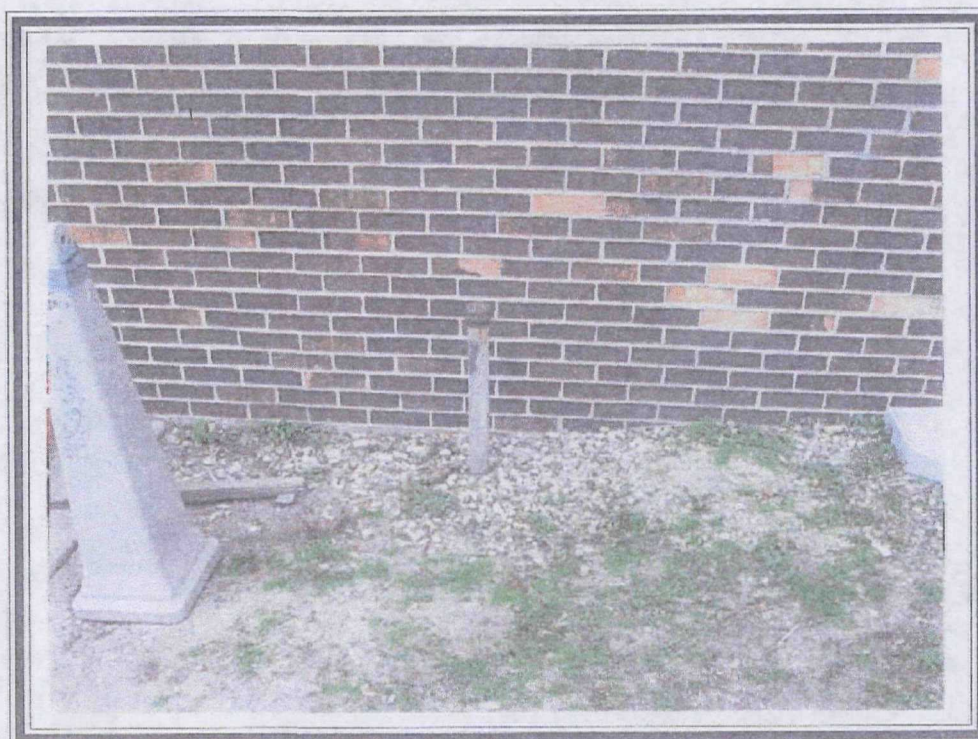


Photo 58: UST fill port observed at the east end of the building.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

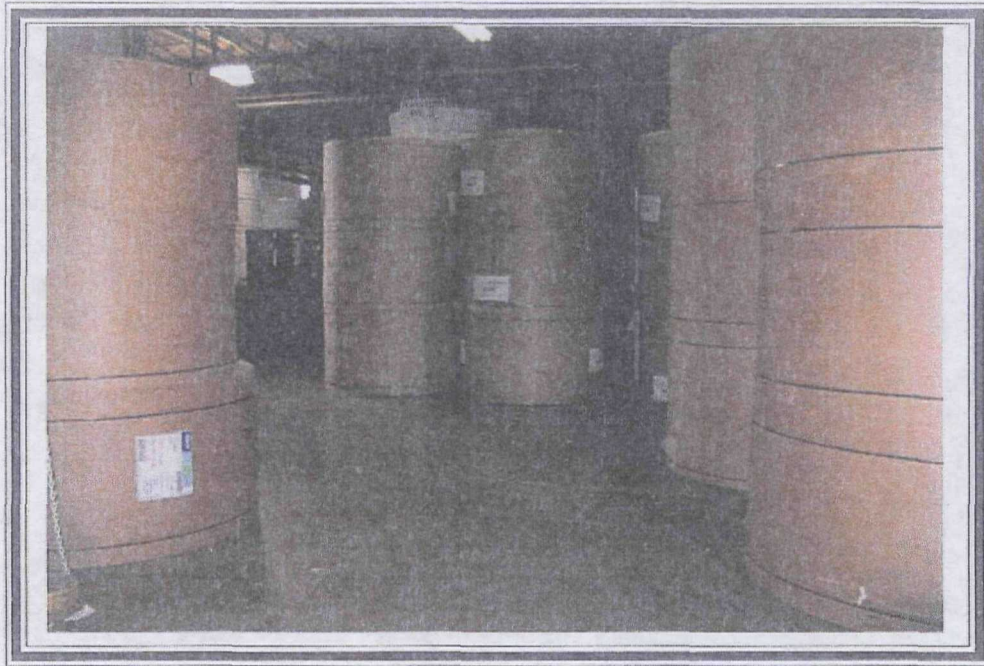


Photo 59: Cut in concrete in the area where the fuel oil UST was reported to be located in the central portion of the southern warehouse area.

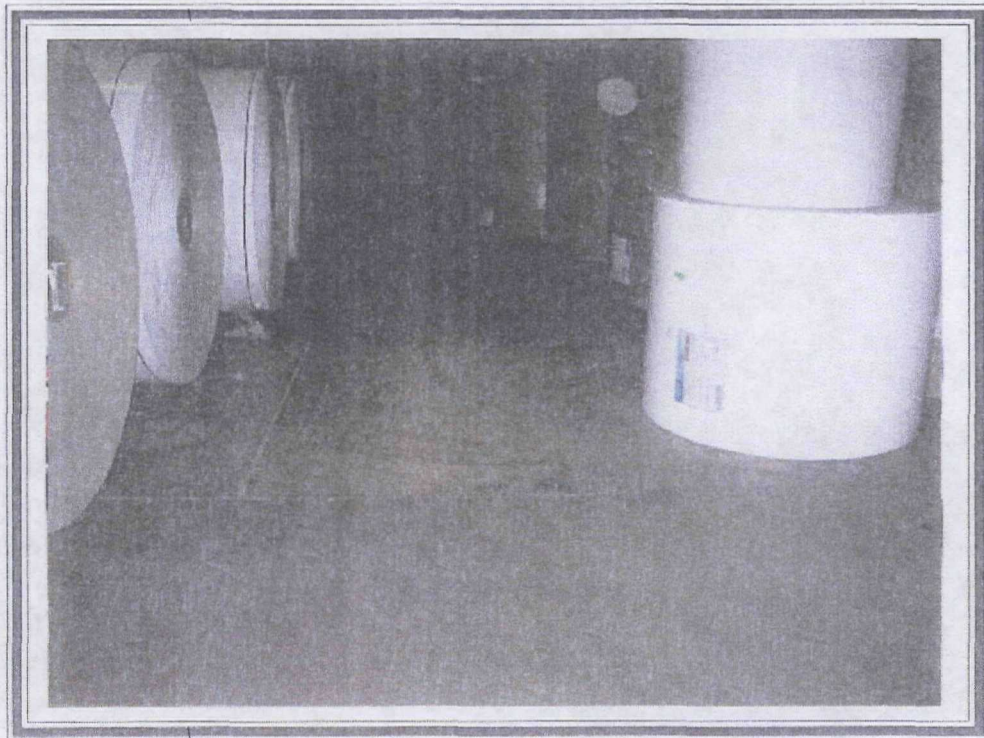


Photo 60: Suspect cut in the concrete located in the southeast corner of the southern warehouse area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

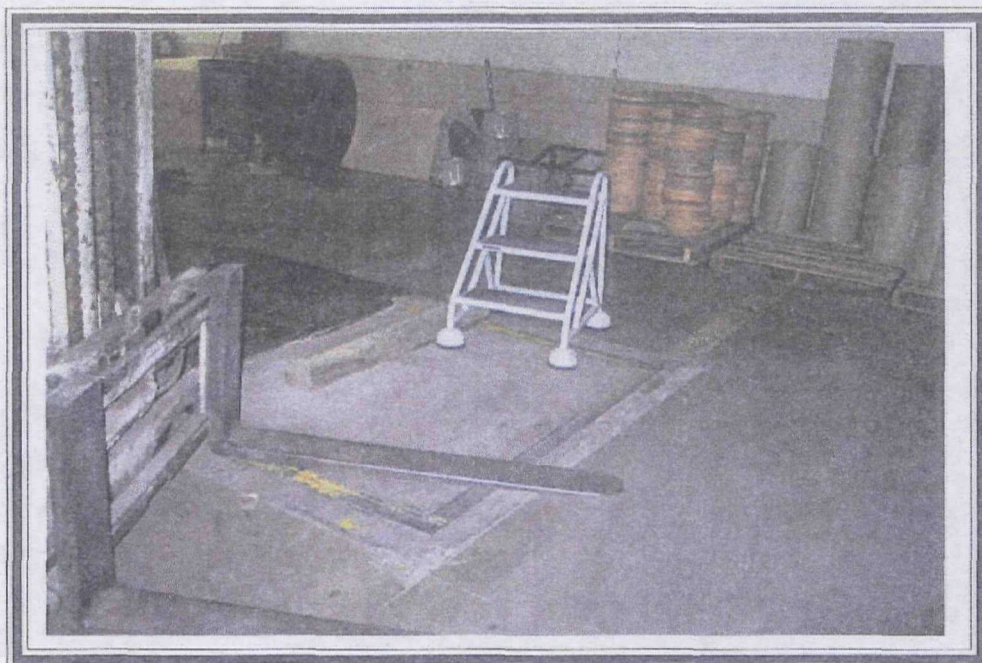


Photo 61: Suspect square areas in the concrete at the east end of the southern warehouse area.



Photo 62: Water damage to gypsum board on ceiling and water staining down the east wall of the southern warehouse area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

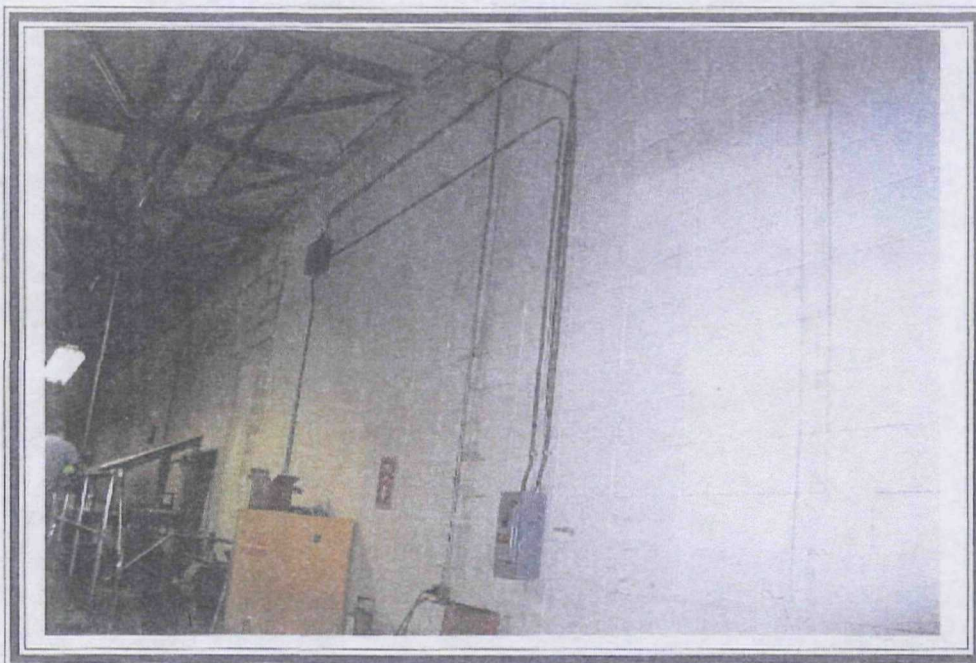


Photo 63: Water damage to ceiling and water staining on the east wall of the southern warehouse area.



Photo 64: Water damage to gypsum board on ceiling and water staining down the east wall of the southern warehouse area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

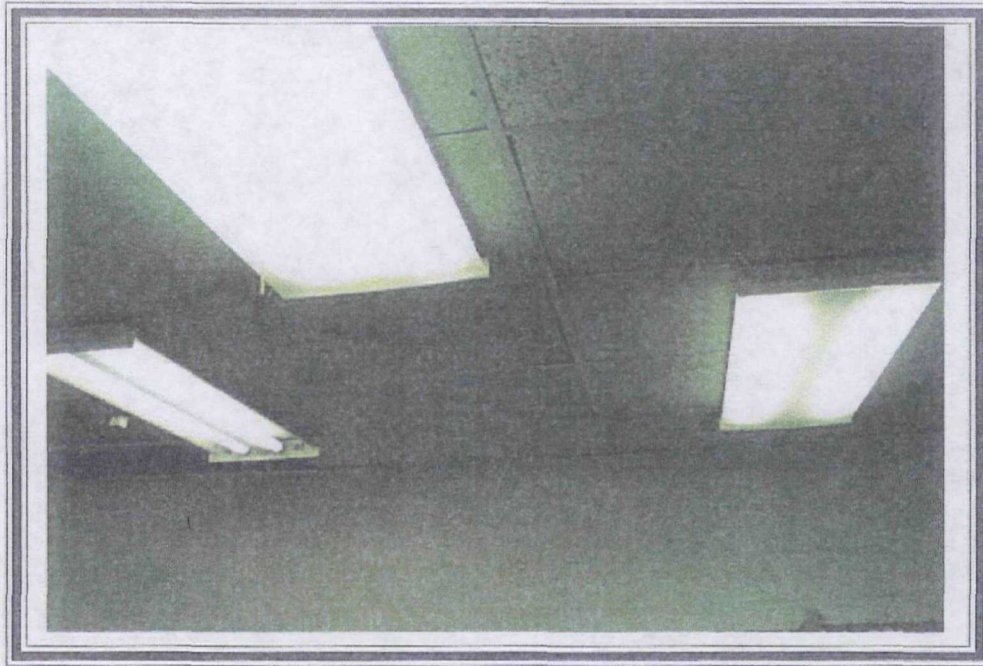


Photo 65: Water damage to ceiling panels in the die staging room at the south end of the production area.

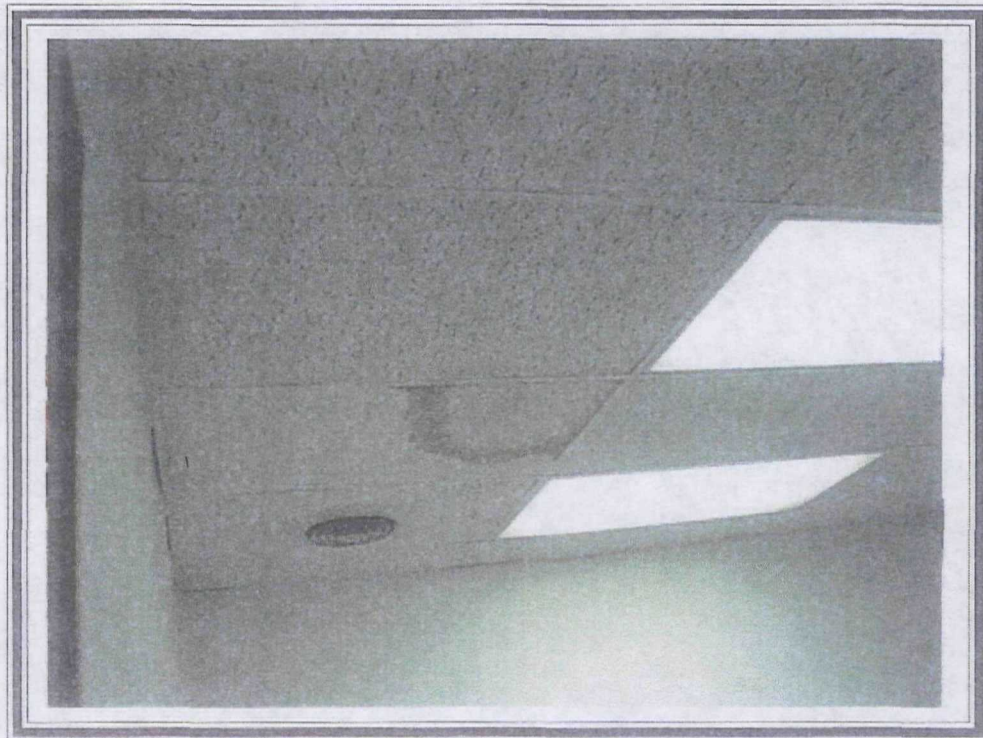


Photo 66: Water damage to 2' x 4' ceiling panels in an office at the north end of the production area.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

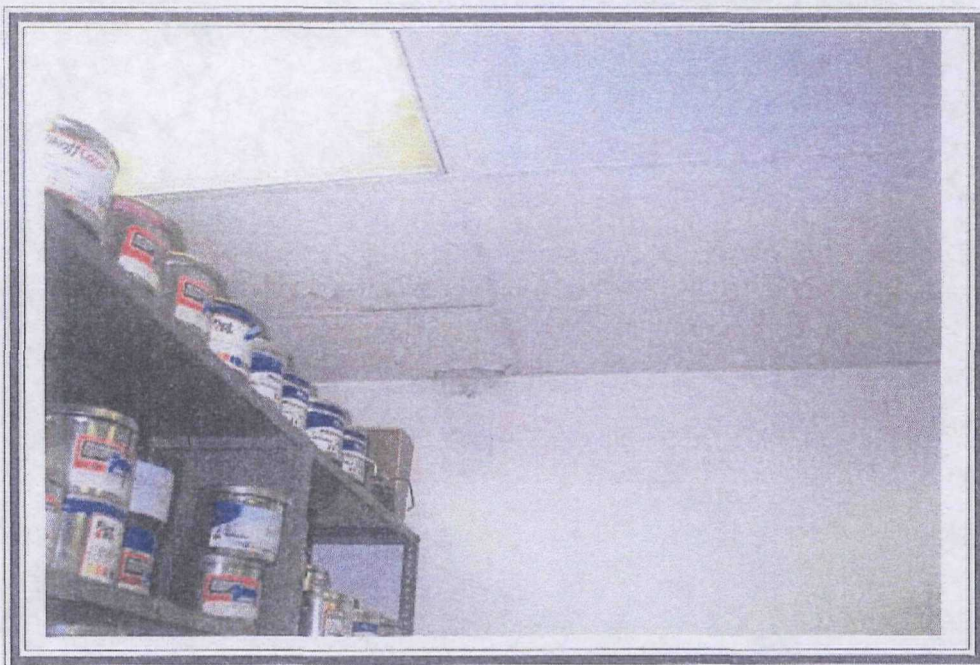


Photo 67: Minor damage to a 2' x 4' ceiling panel in the ink storage room.



Photo 68: Damaged 12' x 12" vinyl floor tile observed in the ink storage room.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

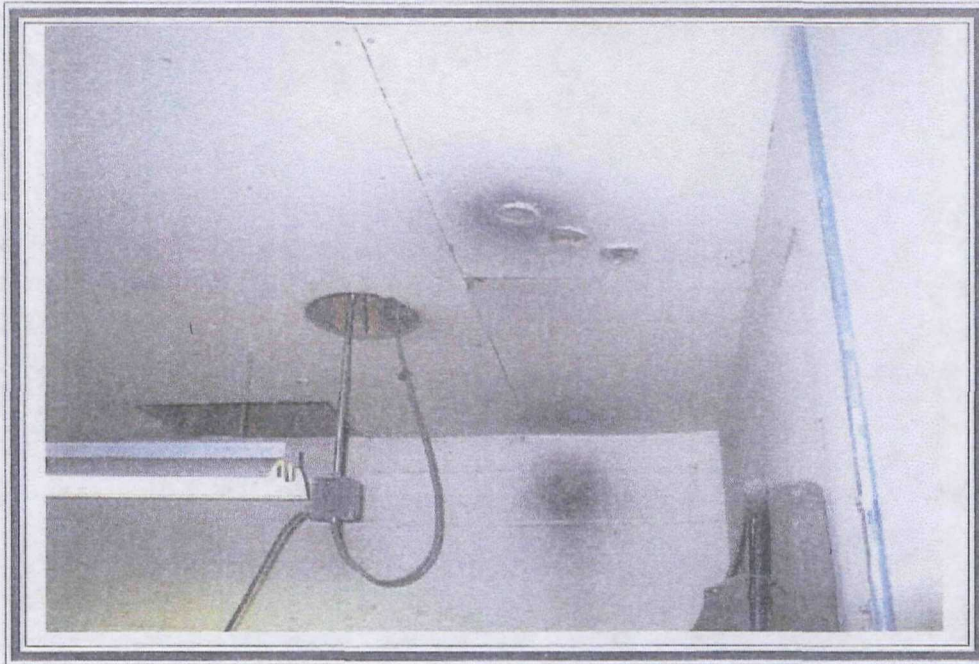


Photo 69: Damaged fiber board observed on the ceiling of the drill press room.

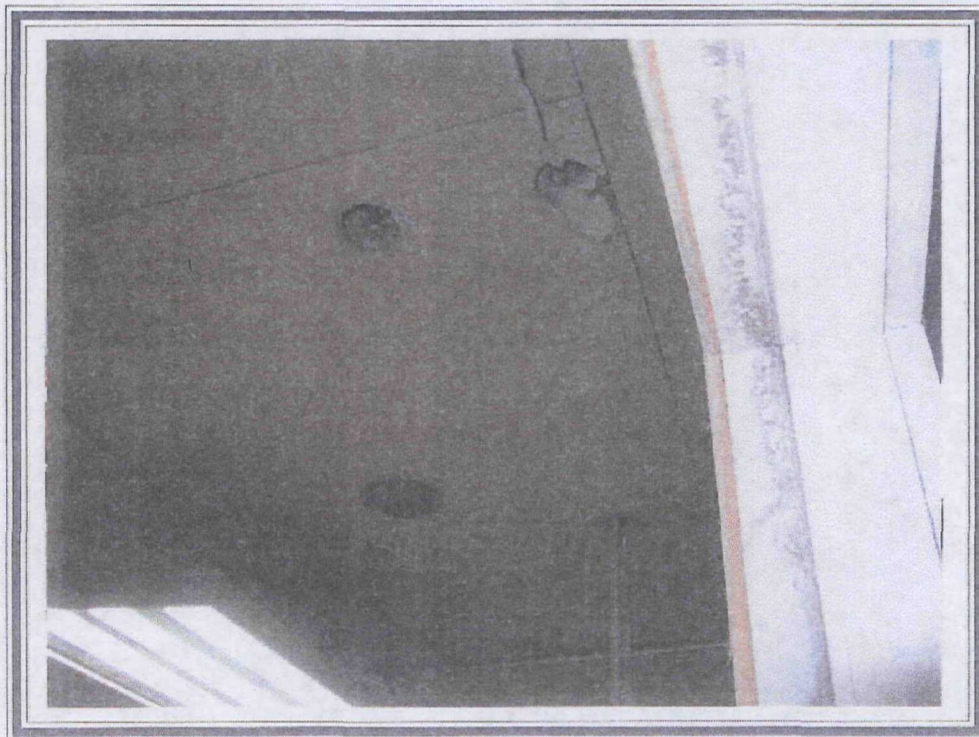


Photo 70: Damaged fiber board observed on the ceiling of the carpentry room.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana



Photo 71: Missing 12" x 12" vinyl floor tiles observed in the plate storage room.

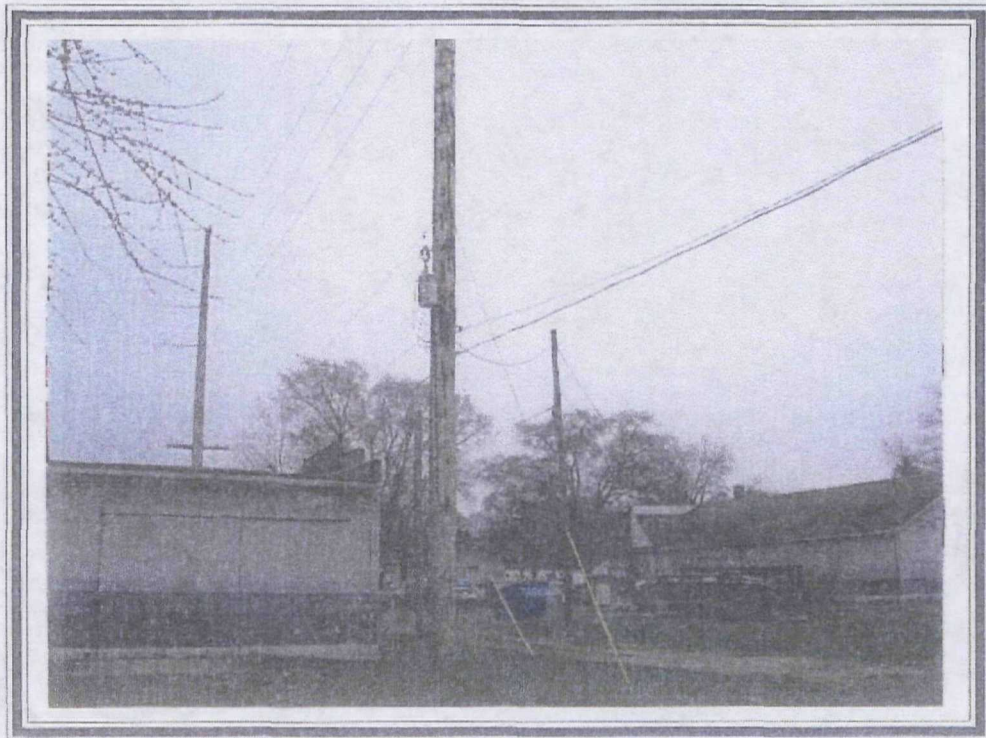


Photo 72: One pole-mounted transformer observed at the east end of the property.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana



Photo 73: Pad-mounted transformer observed on the south side of the building.

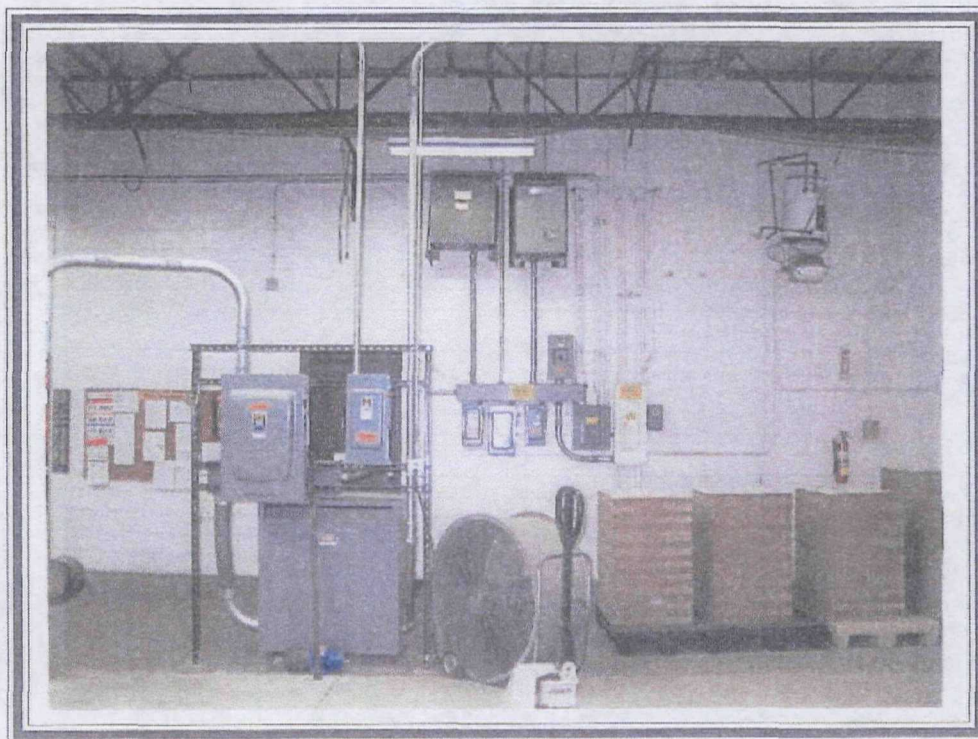


Photo 74: Typical floor and wall-mounted dry-type transformers observed on the interior of the building.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

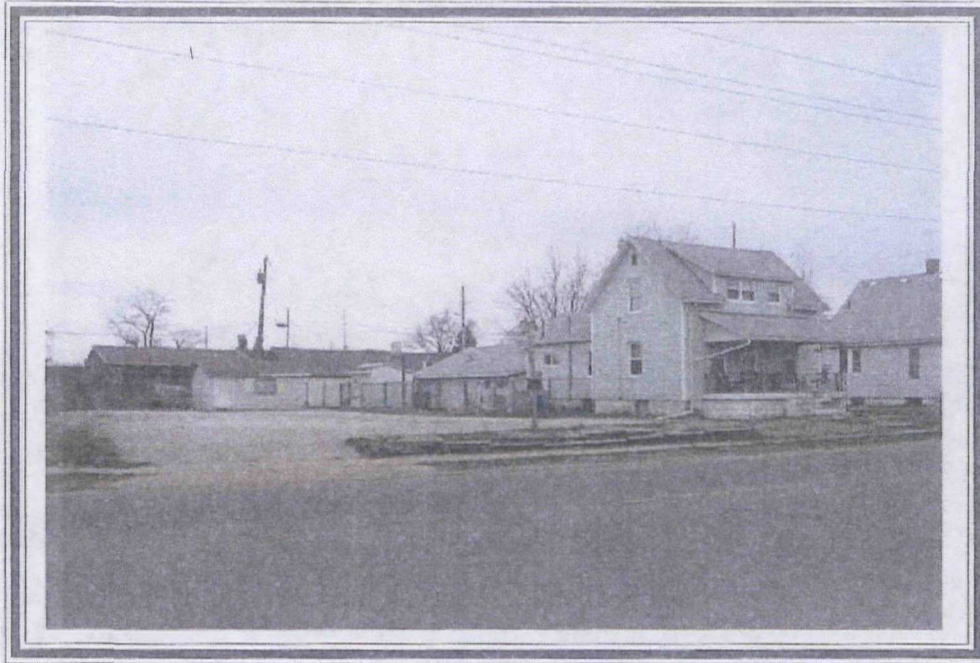


Photo 75: North adjacent residence and commercial lot.

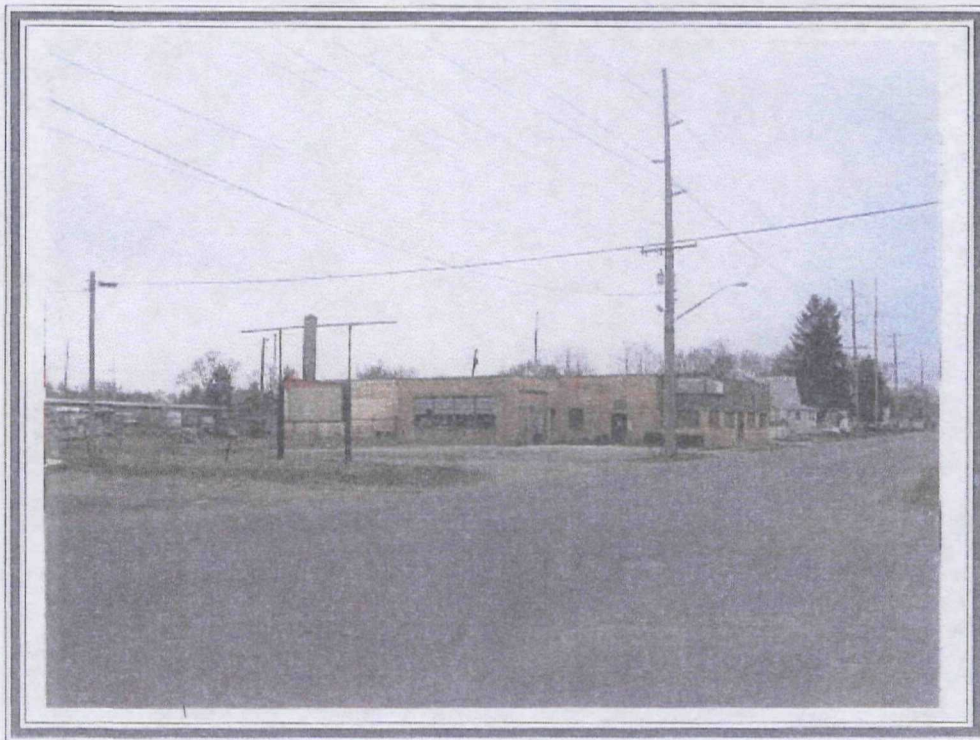


Photo 76: North adjacent commercial building and commercial lot.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana



Photo 77: North adjacent industrial building.



Photo 78: North adjacent undeveloped property and entrance drive for Elkhart Metals.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana



Photo 79: North adjacent industrial property.

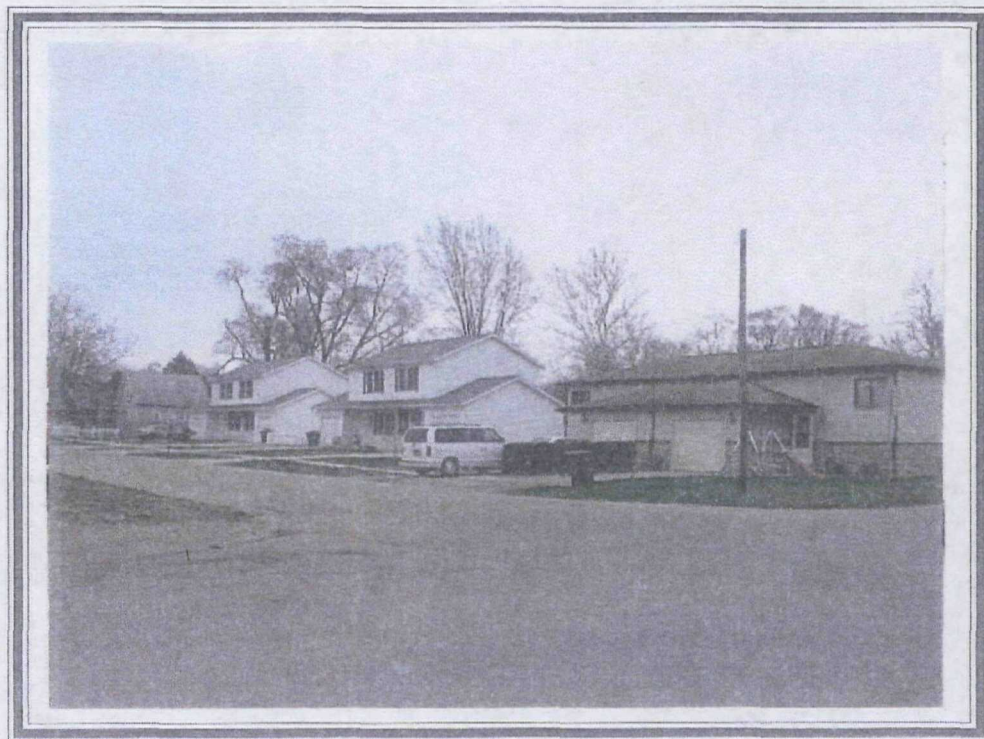


Photo 80: South adjacent residential properties.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana

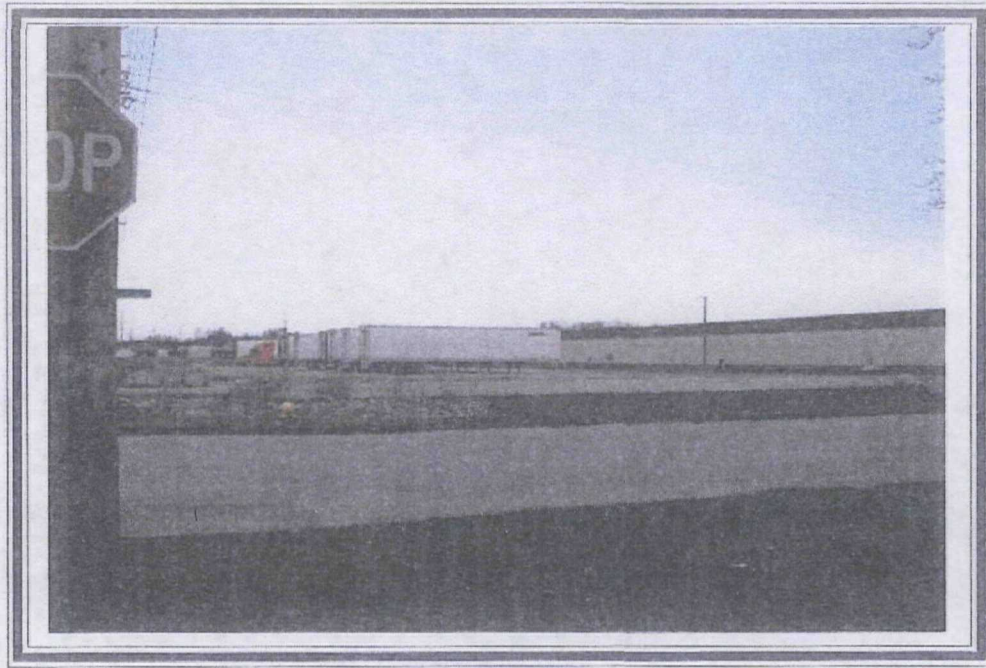


Photo 81: South adjacent undeveloped property.

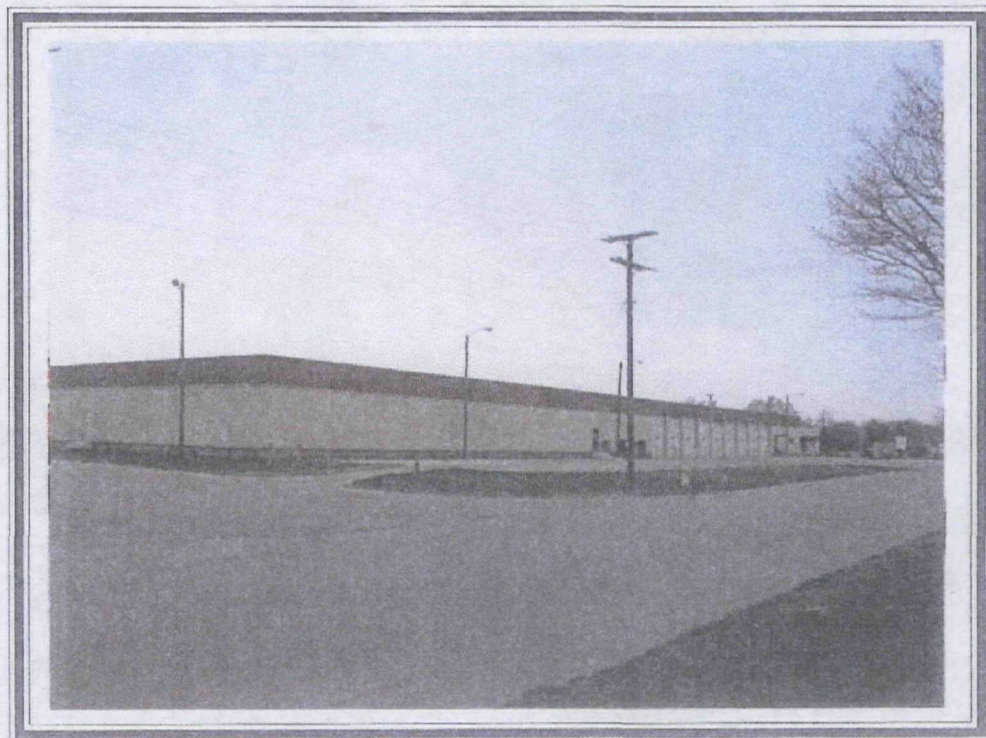


Photo 82: South adjacent industrial building.

Photograph Log

1511 W. Lusher Avenue, Elkhart, Indiana

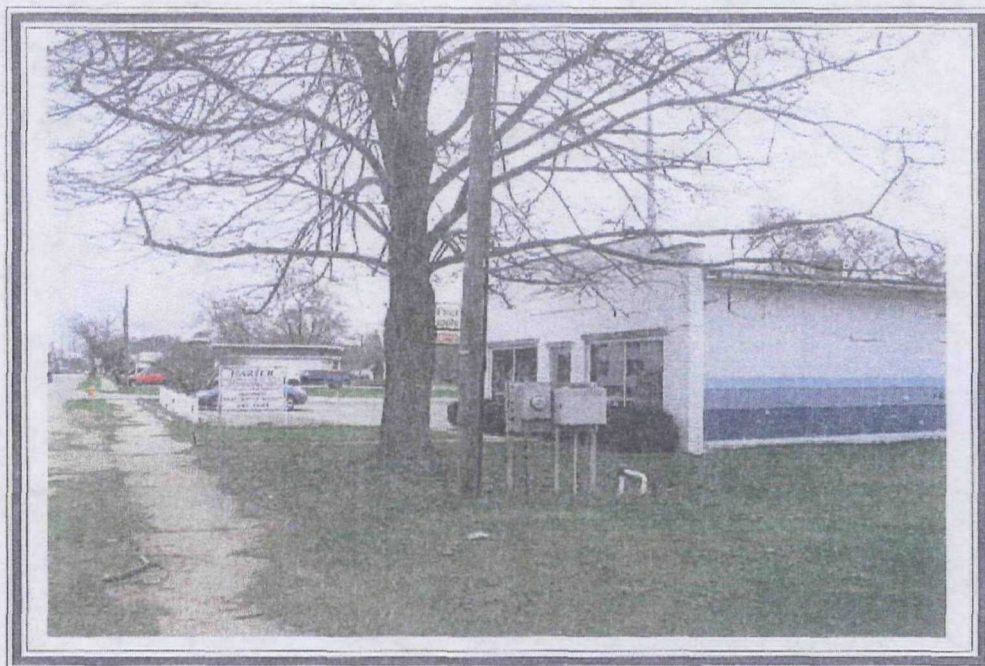


Photo 83: East adjacent commercial property.

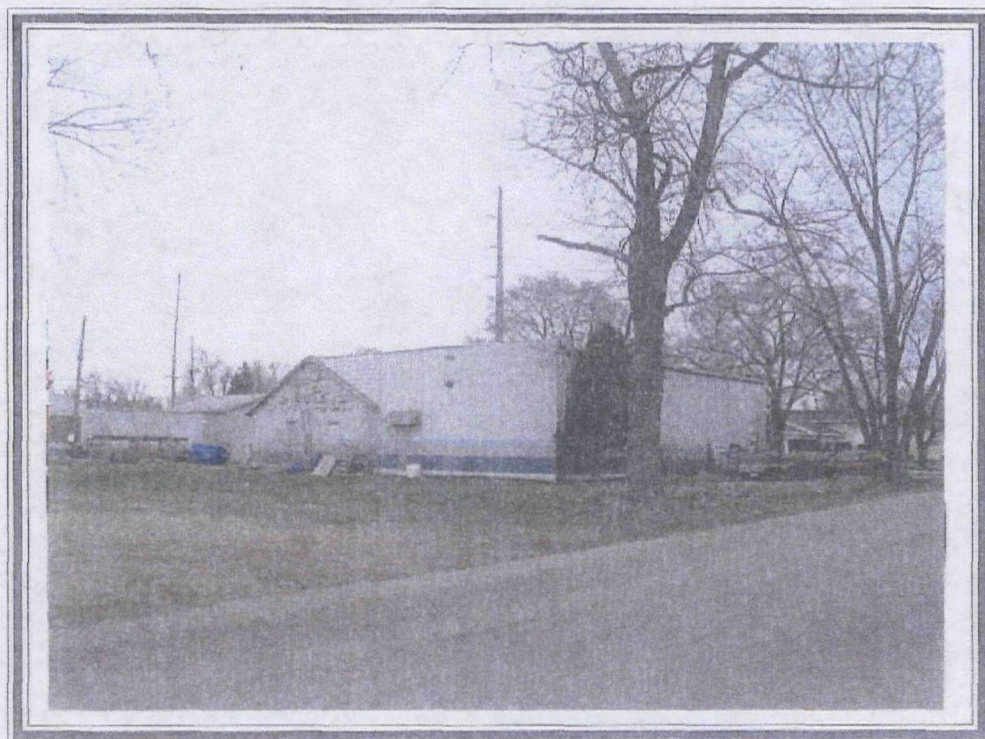


Photo 84: East adjacent commercial building.

Photograph Log
1511 W. Lusher Avenue, Elkhart, Indiana



Photo 85: West adjacent commercial property.

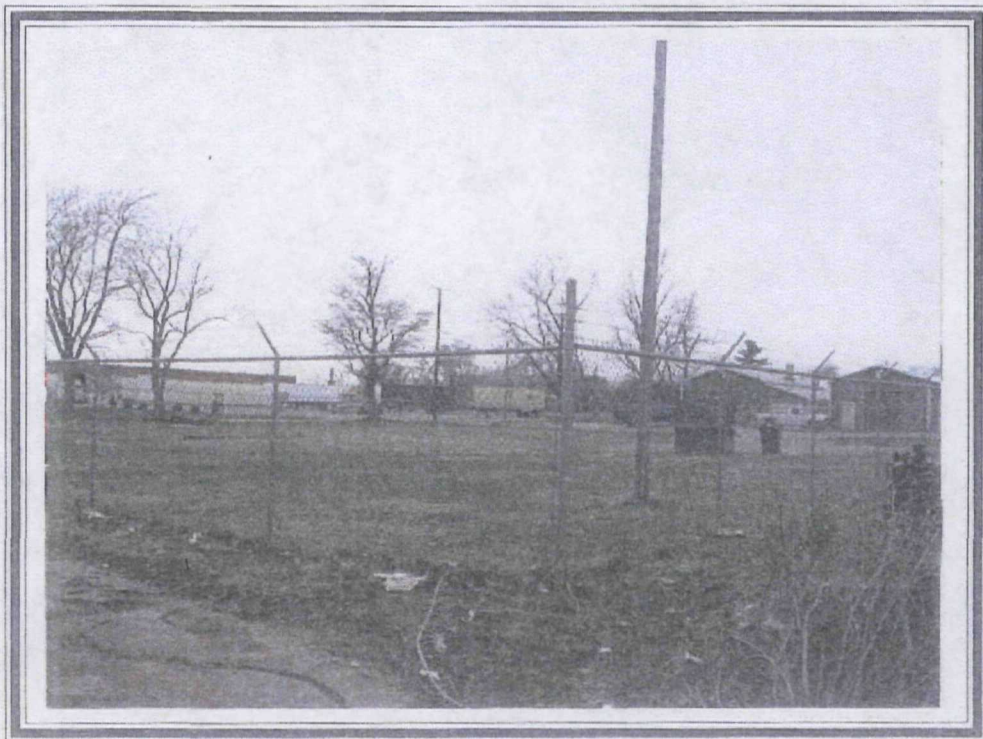
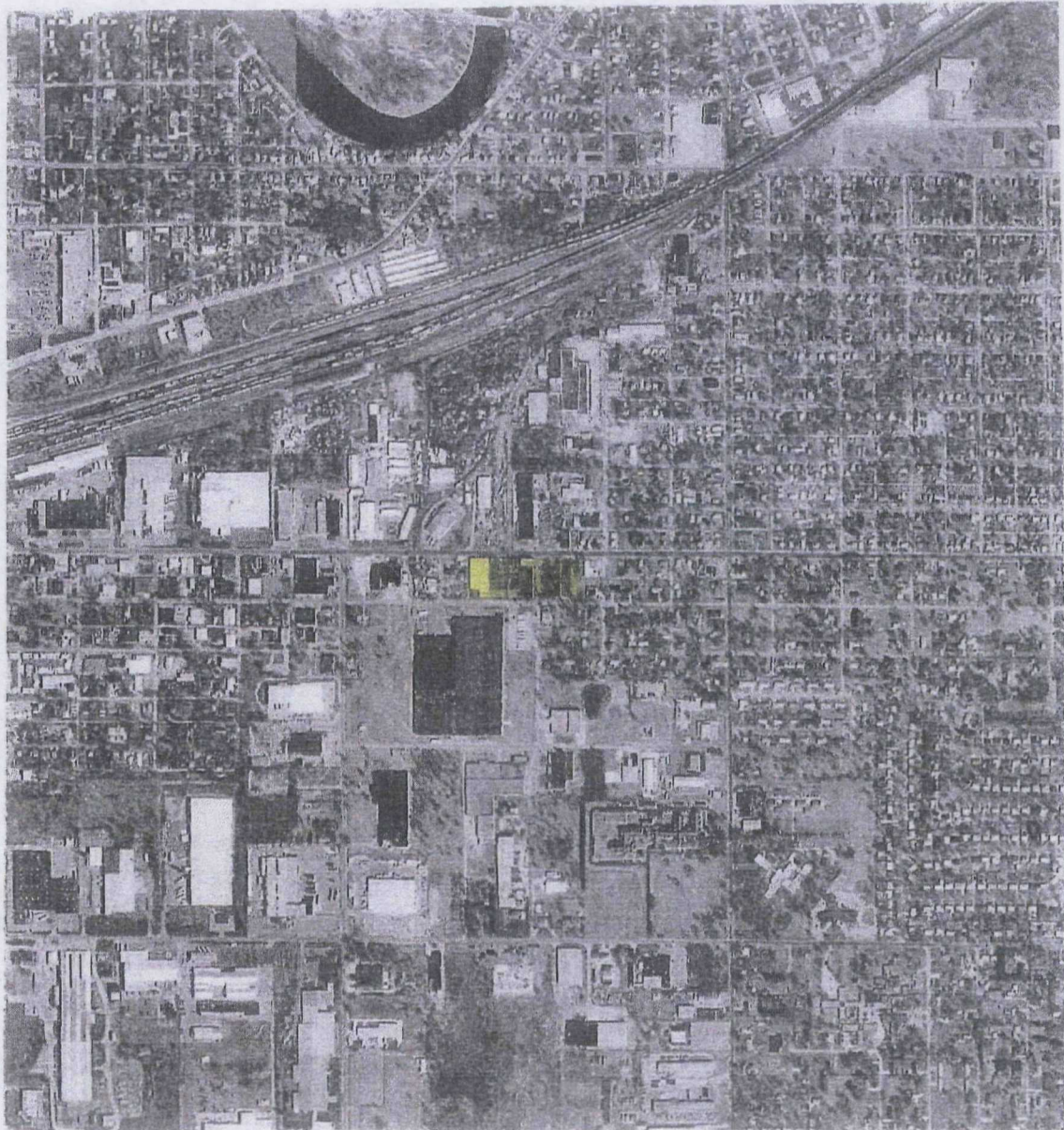


Photo 86: West adjacent undeveloped property.

APPENDIX B:

Historical Research Documentation



The English Company

1951 Hampton Drive
Wheaton, Illinois 60189

(630) 260-8099

www.englishcompany.org

fax (630) 260-8568

Aerial Photo

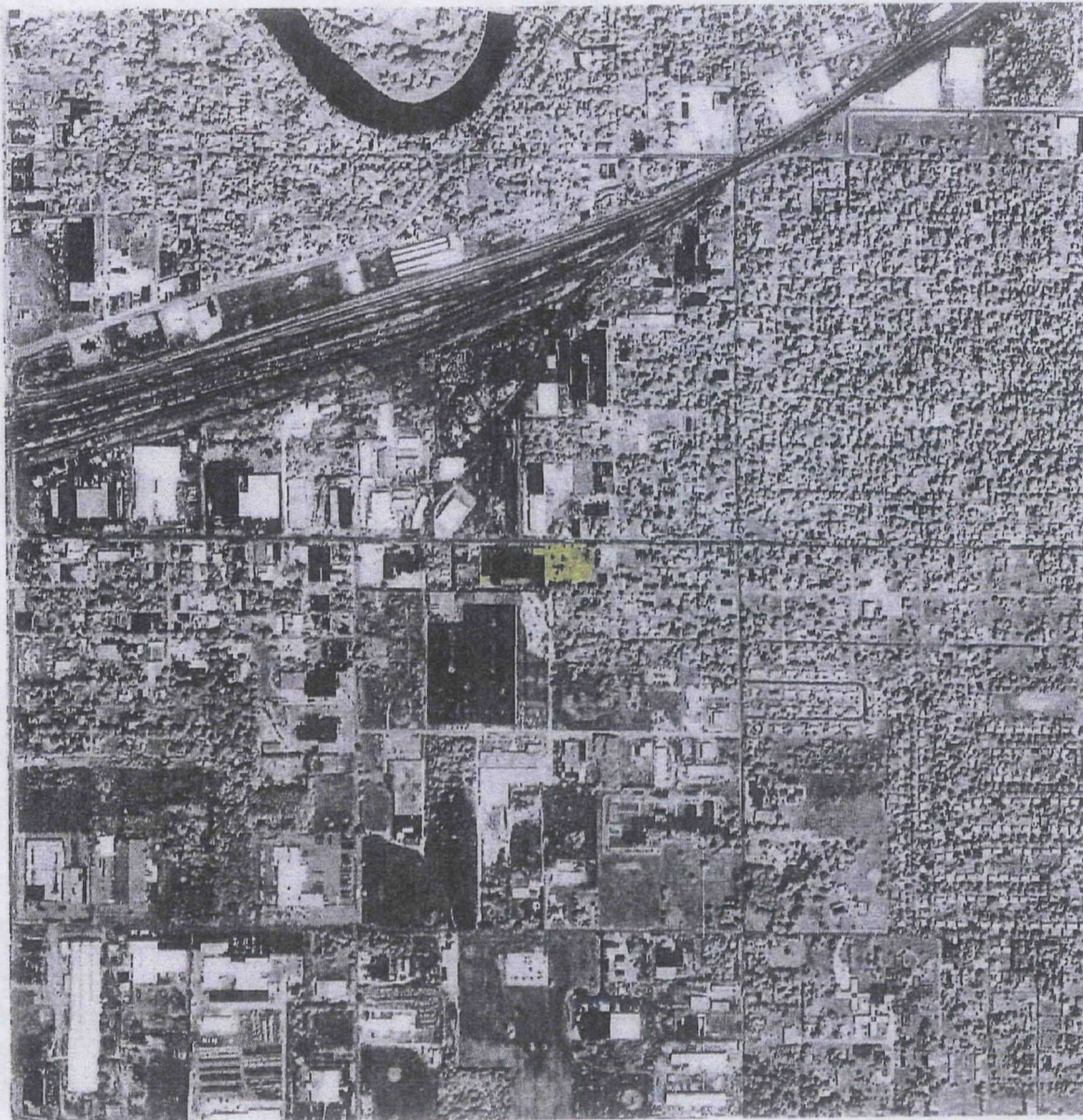
1511 W. Lusher Avenue
Elkhart, Indiana

Year:
1999

Source:
FirstSearch

Scale:
1" = 200'

Project Number:
2916-518



The English Company

1951 Hampton Drive
Wheaton, Illinois 60189

(630) 260-8099

www.englishcompany.org

fax (630) 260-8568

Aerial Photo

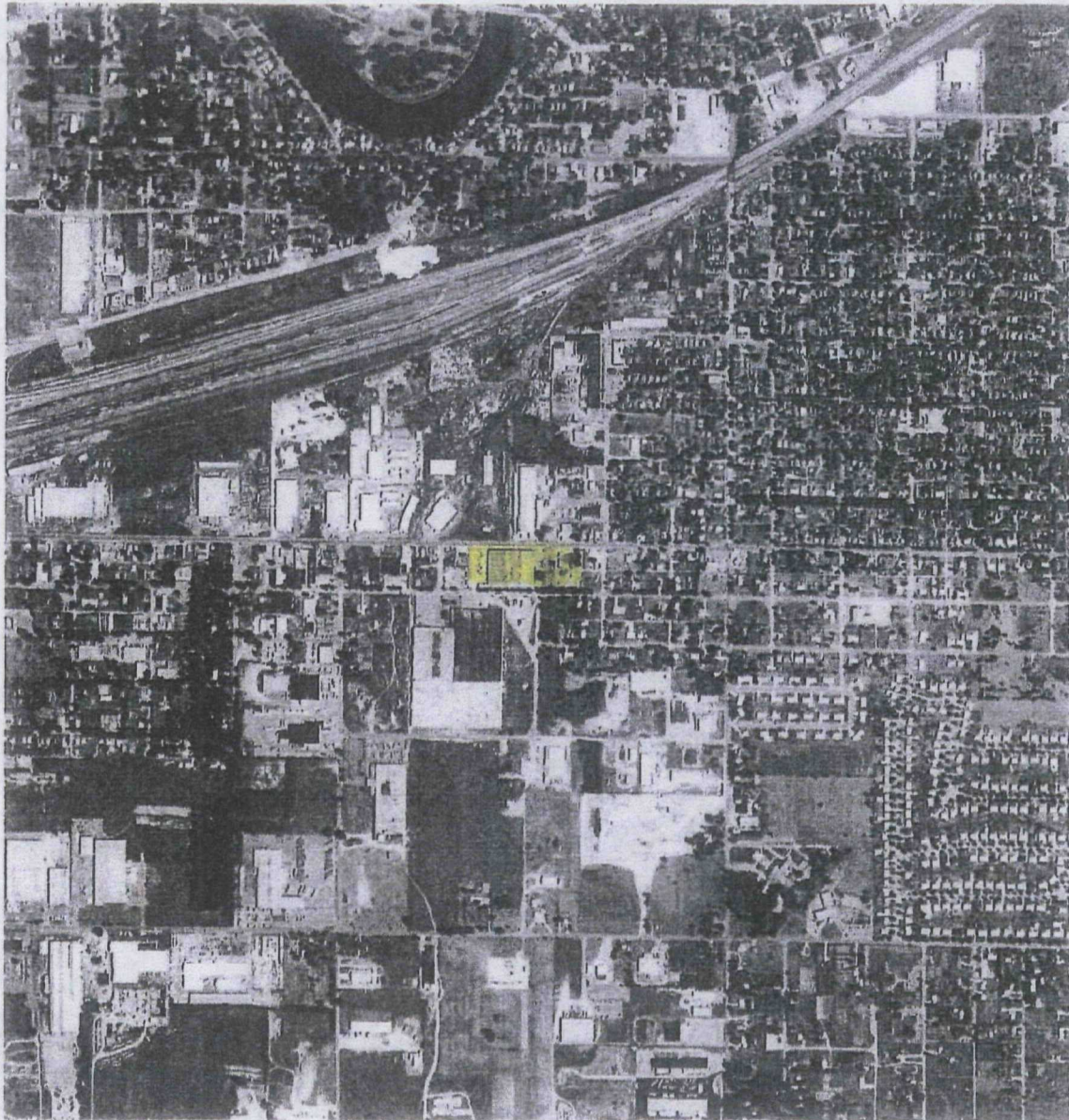
1511 W. Lusher Avenue
Elkhart, Indiana

Year:
1987

Source:
FirstSearch

Scale:
1" = 200'

Project Number:
2916-518



The English Company

1951 Hampton Drive
Wheaton, Illinois 60189

(630) 260-8099

www.englishcompany.org

fax (630) 260-8568

Aerial Photo

1511 W. Lusher Avenue
Elkhart, Indiana

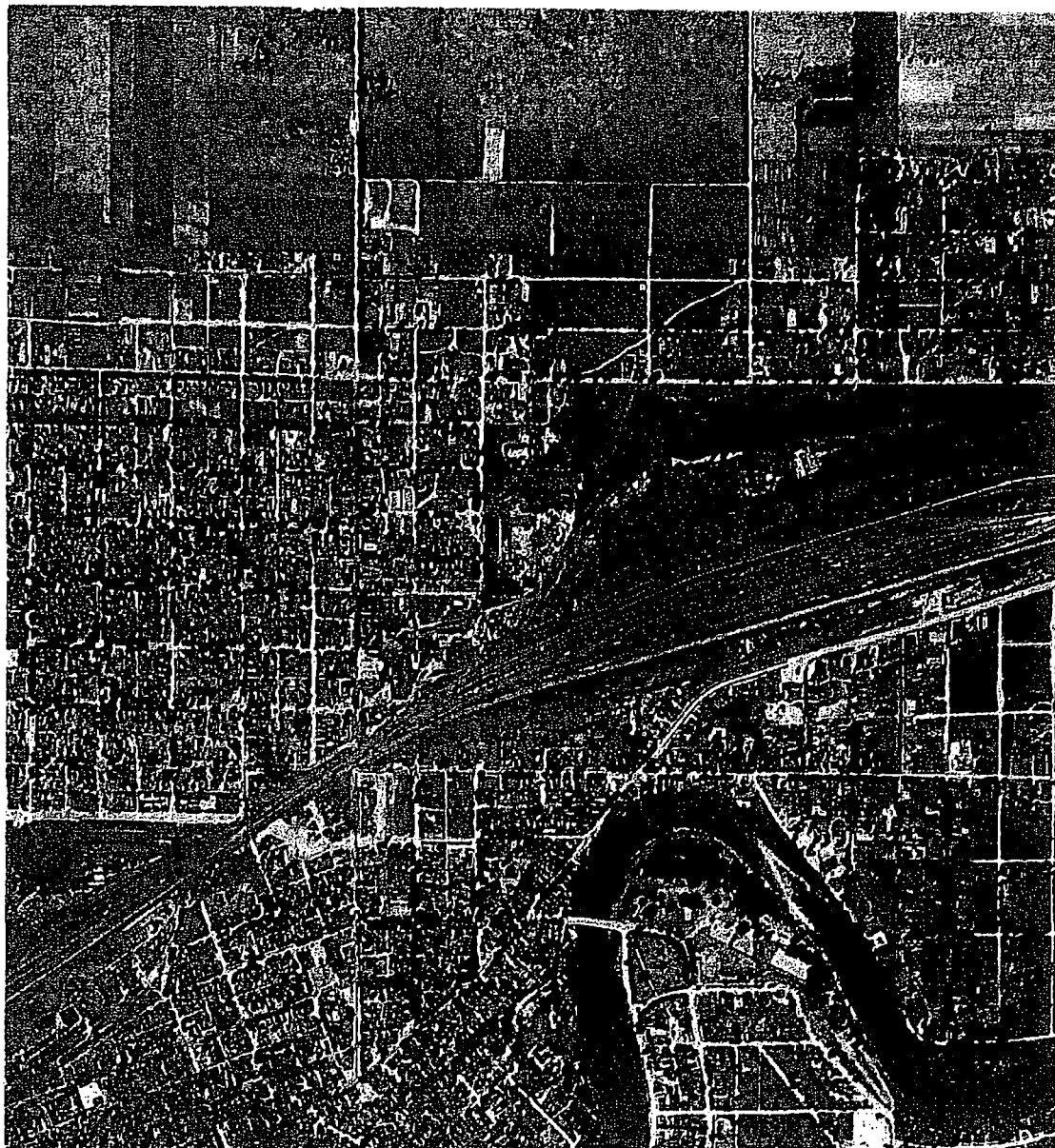
Year:
1973

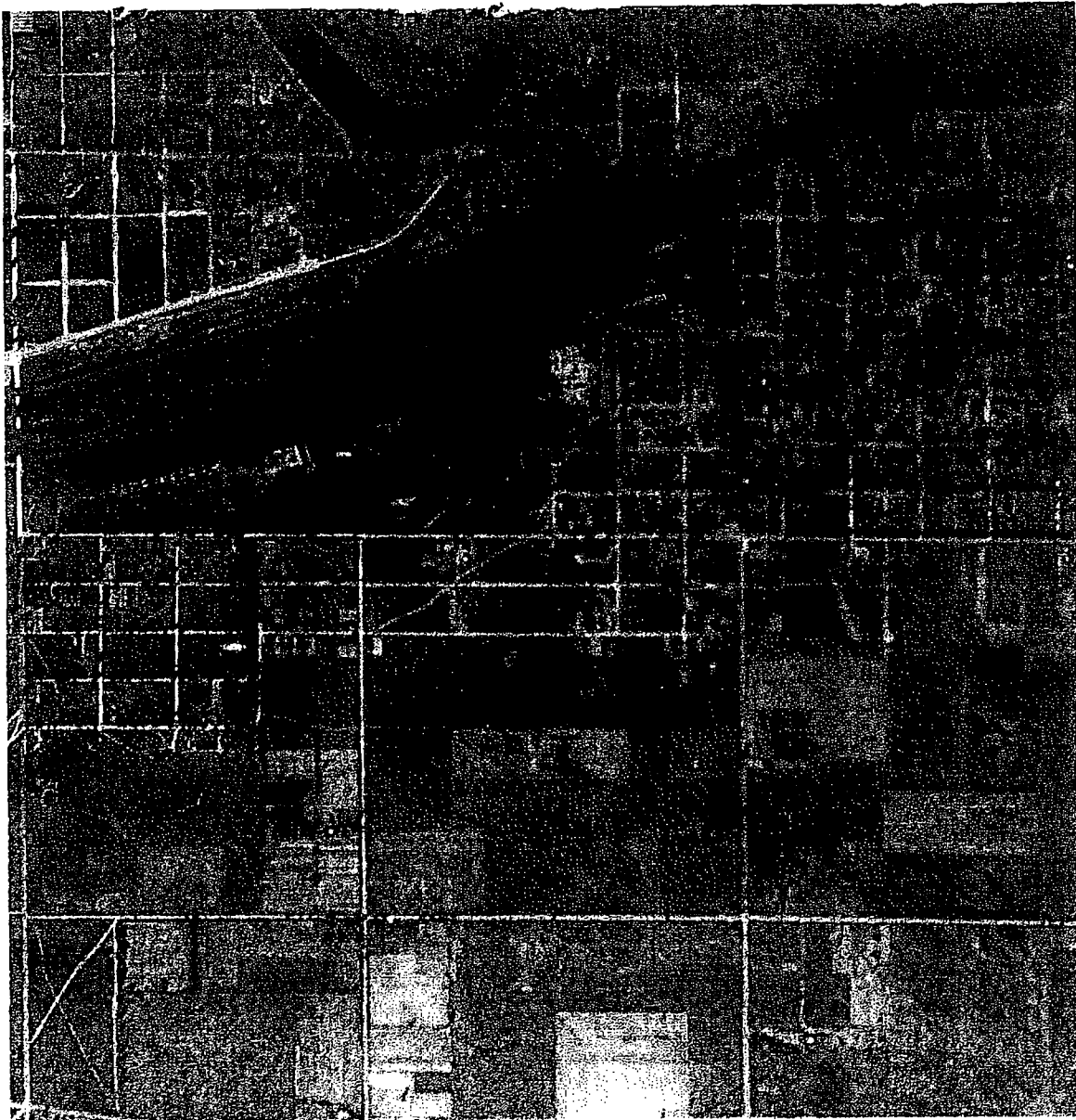
Source:
FirstSearch

Scale:
1" = 200'

Project Number:
2916-518

The English Company 1951 Hampton Drive Wharton, Illinois 60189 www.englishcompany.org (630) 260-8099 fax (630) 260-8568		Aerial Photo 1511 W. Lusher Avenue Elkhart, Indiana		Source: FirstSearch		Project Number: 2916-518	
Year: 1951		Scale: 1" = 200'					





The English Company

1951 Hampton Drive
Wheaton, Illinois 60189

(630) 260-8099

www.englishcompany.org

fax (630) 260-8568

Aerial Photo

1511 W. Lusher Avenue
Elkhart, Indiana

Year:
1938

Source:
FirstSearch

Scale:
1" = 200'

Project Number:
2916-518

ACCESS TO PUBLIC RECORDS REQUEST
CITY OF ELKHART

REQUESTING PARTY NAME Kristian Webb
ADDRESS 18 Warwick Place
Elgin, IL 60120
PHONE NUMBER (W) 847-409-3907 (H) 847-622-1572
DATE 3-29-10 TIME 8:00

INFORMATION BEING REQUESTED (REQUEST MUST BE SPECIFIC)

Any original building and addition permits, occupancy permits,
demolition permits, and any environmental info
(ie, tank permits, hazardous material storage, spills, etc)
for the property at 1511 W. Lusher Avenue.
Department Fire, Building

FOR INTER-OFFICE USE ONLY

Each step should be dated and initialed by the employee performing the task.

I. NONDISCLOSABLE _____ (Date & Initial).

A. Requesting party notified that information requested is non-disclosable.
_____ (Date & Initial)

II. POTENTIALLY DISCLOSABLE _____ (Date & Initial).

A. Requesting party advised to return in 24 hours for decision as to disclosability.
_____ (Date & Initial)

B. Request delivered to Department Head and Corporation Counsel.
_____ (Date & Initial).

C. Review by Department Head and Corporation Counsel:

1. Decision: ☒ Disclosable/ ☐ Nondisclosable

Signature of Corporation Counsel's Office _____

Date: 3-30-10

Signature of Department Head _____

Date: _____

D. Employee receiving request receives disclosability decision. _____ (Date & Initial).

1. If nondisclosable, notify requesting party _____ (Date & Initial).

2. If disclosable, notify requesting party of date records will be available (This should be immediately unless a large volume of records are requested or they are stored off site. _____ (Date & Initial).

ALL DECISIONS AS TO DISCLOSABILITY OF RECORDS MUST BE MADE AND THE REQUESTING PARTY NOTIFIED OF THE RESULTS WITHIN 24 HOURS OF REQUEST.



The city with a heart

APPLICATION FOR ZONING CLEARANCE FOR SIGN PERMIT

Property Address 1511 W. Lusher Ave. - Elkhart, IN. 46517

Owner Name, address, and phone number Colbert Packaging
1511 W. Lusher Ave - Elkhart, IN. 46517
Phone: 574-250-5010

Contractor's Name, address, and phone number U.S. Signcrafters Inc
216 Lincolnway East - Decatur, IN. 46561

Parcel ID (Tax key ID Number, ex. 04-22-210-009) _____

Current use of property _____ Lot Frontage _____

Zoning (Call (219) 294-5471 if unknown) _____

Single Use/Tenant _____ Multiple Use/Tenant _____

Sign Setbacks Front _____ Right _____ Left _____

Describe proposed signage (Include sign type, square footage, height, and dimensions)

2 sets of non-illuminated letters on building
1 way finding sign - 4 sq. ft.

Describe all existing signage on the subject property

N/A - no existing signage

A SITE PLAN SHOWING LOCATION OF PROPOSED SIGNAGE IN RELATION TO EXISTING STRUCTURES, DRIVEWAYS/PARKING AREAS, AND PROPERTY LINES. SITE PLAN MUST INDICATE SETBACKS OF PROPOSED SIGNAGE FROM PROPERTY LINES.

Submitted by: _____ Date: _____

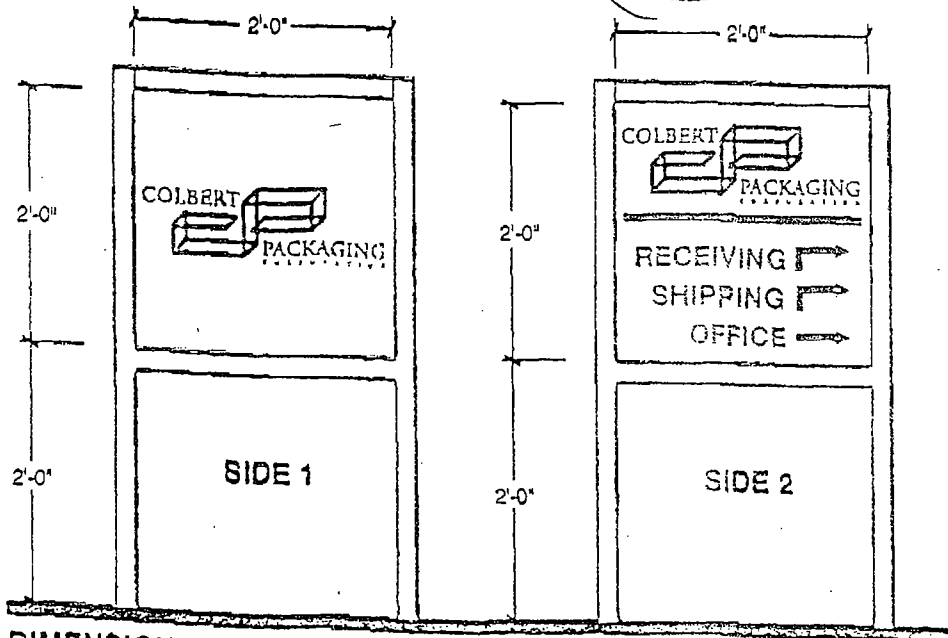
Client Information: COLBERT PACKAGING

Test Design

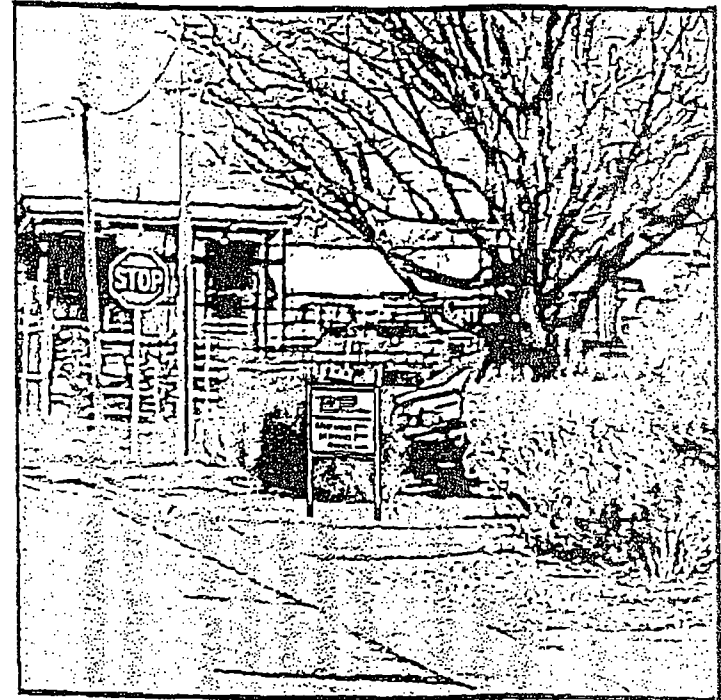
Date:

February 23, 2006

All artwork remains the property of US Signcrafters. Unauthorized use of this artwork could result in copyright infringement. Use of this artwork without the written consent of US Signcrafters is strictly prohibited.



DIMENSION DETAIL:
SCALE: 3/4" = 1'-0"



CORNER ELEVATION:
NTS

ONE (1) D/F POST AND PANEL SIGN

PAGE 2 OF 2

US SIGNCRAFTERS

CHIP ANTHONI ENTERPRISES, INC.

Provider of Custom Design, Signs & Fabrication



P 574.674.5055 / F 574.674.5255 / 800.659.8319

www.uscncrafters.com

216 Lincolnway East - Osceola, Indiana 46881

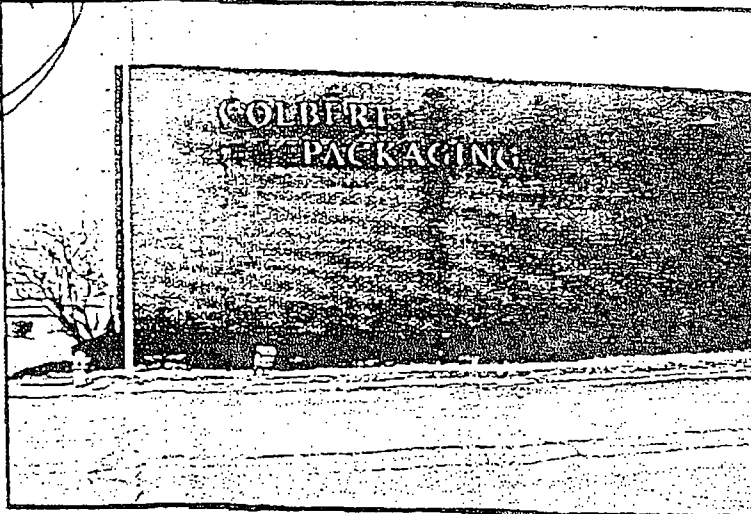
of Elkhart

The City of Elkhart

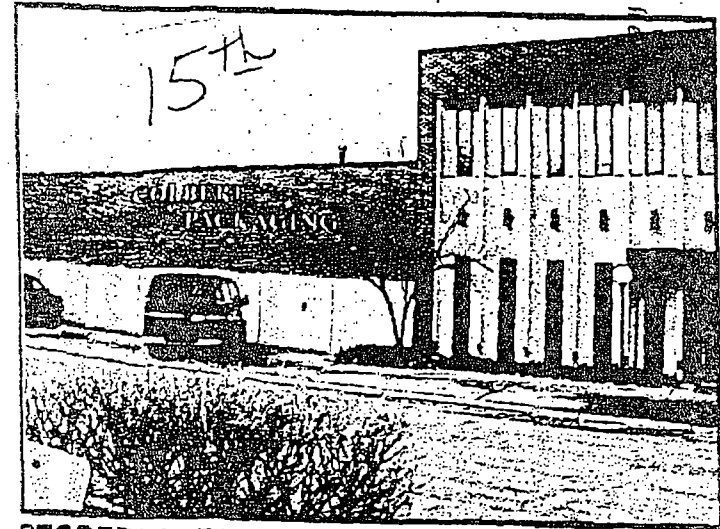
11.6
11'-8 1/2"
18"
COLBERT

15.3
15'-4 1/2"
18"
PACKAGING

DIMENSION DETAIL
SCALE: 3/8" = 1'-0"



STOREFRONT ELEVATION:
NTS



STOREFRONT ELEVATION:
NTS



The city with a heart

ZONING CLEARANCE

THIS IS NOT A BUILDING PERMIT

ZONING CLEARANCE # 7813 Date 3-1-06

Property Address 1511 W LUSHER

Owner COLBERT PACKAGING Phone 250-5010

Owner's Address SAME

Contractor US Signcrafters Licensee LISA Phone 674 5055

Description of work Wall signage on Lusher + 15' frontages
@ 40.4 sq ft each.

One 2-sided directional @ 4 sq ft, 4' tall

Present Use Comm Zoning M-1 Map# 171

Proposed Use 1 Number of Units 1 Required Zoning 1

Proposed Setbacks Front 1 Rear 1 R Side 1 L Side 1

Required Setbacks Front 1 Rear 1 R Side 1 L Side 1

ADDITIONAL CONDITIONS (check those required)

Variance Use Variance Special Exception

Rezoning PUD Historic District

Wetlands Floodplain Curb Cut Approval

Corridor/Overlay District Drainage Approval

Site Plan/Technical Review Required Interior Open Space Provided

Parking Spaces Required Provided

Staff Signature S Reynolds

Comments

Note: (1) The property owner/contractor shall assume responsibility for construction over any public and private easement (2) Whenever major improvements are made to a building or structure or a new use, parking/loading facilities shall conform to the existing zoning ordinance.

PLEASE CHECK WITH THE BUILDING DEPARTMENT TO SEE IF YOU NEED TO OBTAIN PERMITS OR GO THROUGH LOCAL PLAN REVIEW. THANK YOU.

Certificate of Occupancy requirements on back of form OVER

CERTIFICATE OF OCCUPANCY REQUIREMENTS

All new construction and substantial improvements to existing property require a valid Certificate of Occupancy prior to occupancy of a building. The following inspections are required:

- Structural Inspection
- Electrical Inspection
- Heating, Ventilation, and Air Conditioning Inspection
- Plumbing Inspection
- Zoning Inspection

The signature of the Building Commissioner is also required for final Certificate of Occupancy.

Final approval to occupy a building is NOT GRANTED until the Certificate of Occupancy is issued by the Building Department.

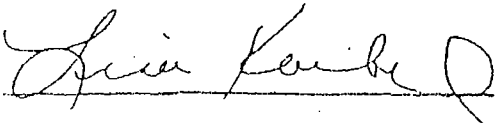
Occupancy of a building without a Certificate of Occupancy may result in the imposition of substantial daily fines.

It is the responsibility of the owner or a representative to contact the Building Department to request a Certificate of Occupancy (Building Dept. staff will contact the Planning and Zoning Office for zoning inspection). It is the responsibility of the property owner or a representative to see that all the above-listed inspections have been passed.

By applying for this Zoning Clearance, if the undersigned is not the property owner of record, the undersigned representative assumes the responsibility to inform the property owner(s) of these requirements.

A copy of this form is given to the undersigned representative, and one is retained in the records of the Office of Planning and Zoning.

I have read the above statement and understand the requirements for a Certificate of Occupancy. I further understand it is my responsibility to inform the property owner(s) of these requirements.

Signed  Date 3/1/06

PERMIT#: 0600388

3/01/2006

PERMIT FOR SIGN

CITY OF ELKHART
BUILDING AND CODE ENFORCEMENT
229 S. SECOND ST., ELKHART, IN 46516
PHONE (574) 294-5471

FEE: 88.00

PROPERTY INFORMATION:

LOCATION: 1511 LUSHER AV W
PARCEL: 06-18-202-008
LOT: 30

ZONE:
BLDG USE:

ISSUED TO: U S SIGNCRAFTERS
ATTENTION:
ADDRESS: 216 LINCOLNWAY E
CITY: OSCEOLA

PHONE#: 574-674-5055

STATE: IN ZIP: 46561

LICENSEE:
COMPANY: U S SIGNCRAFTERS

DESCRIPTION OF WORK:

ALL SIGNAGE ON LUSHER 15 FRONTAGE @ 40.4 SQ FONE 1 SIDED DIRECTIONAL
SQ FT TALL SC# 7813

THE APPLICANT IS RESPONSIBLE FOR COMPLYING WITH ZONING AND BUILDING
ORDINANCES OF THE STATE OF INDIANA AND THE CITY OF ELKHART, INDIANA.

ISSUED BY Kristina B DATE 3/01/2006
FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL CONSTITUTE VIOLATION OF
THE BUILDING ORDINANCE OF THE CITY OF ELKHART, INDIANA.

THIS NOTICE OF PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE ON THE
STREET SIDE OF THE JOB SITE AND MUST REMAIN UNTIL COMPLETION OF WORK

IT IS THE RESPONSIBILITY OF THE LICENSEE TO INFORM THE INSPECTOR WHEN
WORK IS READY FOR INSPECTION OR FINISHED. NOTIFICATION SHALL BE
GIVEN NOT LESS THAN 24 HOURS BEFORE THE WORK IS READY FOR INSPECTION.

FOR INSPECTIONS CALL (219) 294-5471 EXT. 107

INSPECTION: _____

INSPECTION: _____

APPROVED: _____

APPROVED: _____

NOT APPROVED: _____

NOT APPROVED: _____

BY: _____

BY: _____

DATE: _____

DATE: _____

EL PERMIT#:

FEE: \$125.00

229 S. SECOND ST., ELKHART, IN 46516
PHONE (219) 294-5471 EXT. 108

PARCEL: 06-18-202-007
LOT#: 30

ZONE: M-1

PHONE: () -

CITY: ELKHART

STATE: IN ZIP CODE: 46517-0000

PHONE: (219) 862-4221

INSTALL 1200 AMP SERVICE ONE SUB FEED FOR MFG NEW SERVICE
PERMIT#11384 ZC-ERIC

Expiration limit per Indiana Electrical Code 90-22

City of Elkhart

The city with a heart

**ELECTRICAL
INSPECTION REPORT**

BUILDING DEPARTMENT
229 S. SECOND STREET
ELKHART, IN 46516
FAX: (574) 389-1781
PHONE: (574) 294-5471, EXT. 108

PERMIT 11384 FILE NO. _____ N.A.O. _____ DATE 12/4/02

CODE 1 DS VIOLATION _____ ABT. _____ O.K. _____

NOTIFY UTILITY CO. X DISCONNECT _____ CONNECT X CITY HOLD _____

CONTRACTOR Schwartz Electric PHONE _____

OWNER Bargen Pkg. PHONE _____

LOCATION 1511 W. Lusher.

INSPECTED BY A. H. Nadon

ACCOMPANIED BY Ther.

CODE REFERENCE/COMMENTS 1200 A 30 4 W
480/277
① Label - all services 10/3/02

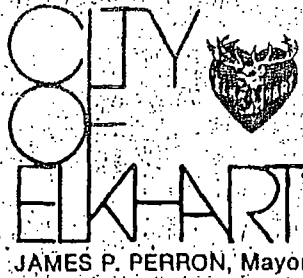
REQUIRED

SMOKE DETECTOR _____ LICENSED ELECTRICIAN _____ PERMIT _____ ADDITIONAL INSPECTION _____

Temporary Service	<u>X</u> ELTM	No Defects Noted	<u>X</u> ELFN
Service Only	<u>X</u> ELTM	Final Inspection	<u>X</u> ELFN
Rough-In Only	_____ ELRI	Make Corrections	_____ ELMC
VIOLATION RED TAG _____ ELVR			

☐ CONTACT THE ELECTRICAL INSPECTOR (574) 294-5471 Ext. 108

ELECTRICAL INSPECTION REPORT
DEPARTMENT OF BUILDING & INSPECTIONS
(219) 294-5471 EXT. 101



MUNICIPAL BUILDING
229 SO. SECOND STREET
ELKHART, INDIANA 46516

Permit 6233 File No. _____ N.A.O. Date 3/27/94

Code 1 D/S Violation _____ Abt. _____ O.K. _____

Notify Utility Co. _____ Disconnect _____ Connect _____ City Hold _____

Contractor Jones & Son Phone _____

Owner Barger Pkg Phone _____

Location 1511 W. Lusher

Inspected By Alan H. Nelson

Accompanied By Mike Rogers

Code Reference/Comments _____

200 A. -
Senior Transformer

REQUIRED

SMOKE DETECTOR _____ LICENSED ELECTRICIAN _____ / PERMIT _____ ADDITIONAL INSPECTION _____

Temporary Service _____ ELTM

No Defects Noted _____ ELFN

Service Only _____ ELSE

Final Inspection ☒ ELFN

Rough-In Only _____ ELRI

Make Corrections _____ ELMC

VIOLATION RED TAG _____ ELVR

☐ CONTACT THE ELECTRICAL INSPECTOR (294-5471)

ELECTRICAL INSPECTION REPORT

LEROY ROBINSON, Building Commissioner
DEPARTMENT OF BUILDING & INSPECTIONS
(219) 294-5471 EXT. 205



JAMES P. PERRON, Mayor

NO BP
9-10-92

MUNICIPAL BUILDING
229 SO. SECOND STREET
ELKHART, INDIANA 46516

Permit 5530 Date 9/4/92

Code 1 D S Violation _____ Abt. _____ O.K. _____

Notify Utility Co. SL Disconnect _____ Connect X City Hold _____

Contractor Slessman Phone _____

Owner Barger Phone _____

Location 1511 W. Lusher

Inspected By Alvin H. Nader

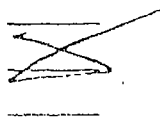
Accompanied By _____

Code Reference/Comments 2500 Amp 3/4W
480V. G.F.P.

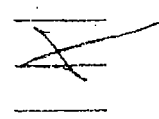
REQUIRED

SMOKE DETECTOR _____ LICENSED ELECTRICIAN _____ PERMIT _____ ADDITIONAL INSPECTION _____

Temporary Service
Service Only
Rough-In Only



No Defects Noted
Final Inspection
Make Corrections



VIOLATION RED TAG _____

CONTACT THE ELECTRICAL INSPECTOR (294-5471)

1511 W. Lusher

85-59-26 W 85-59-24 W 85-59-22 W 85-59-20 W

41-40-5 N

41-40-0 N

41-39-55 N

41-40-5 N

41-40-0 N

41-39-55 N

Elkhart
Digital

85-59-26 W 85-59-24 W 85-59-22 W 85-59-20 W

Map center: 41° 40' 0.3" N, 85° 59' 22.6" W



Legend

Ohio_wet_scan

- ☒ 0
- ☐ 1
- ☒ Out of range
- ☒ Interstate
- ☒ Major Roads
- ☐ Other Road
- ☒ Interstate
- ☒ State highway
- ☒ US highway
- ☐ Roads
- ☐ Cities
- ☐ USGS Quad Index 24K
- ☐ Lower 48 Wetland Polygons
- ☐ Estuarine and Marine Deepwater
- ☐ Estuarine and Marine Wetland
- ☐ Freshwater Emergent Wetland
- ☐ Freshwater Forest/Shrub Wetland
- ☐ Freshwater Pond
- ☒ Lake
- ☐ Other
- ☐ Riverine
- ☐ Lower 48 Available Wetland Data
- ☐ Non-Digital
- ☐ Digital
- ☐ No Data
- ☐ Scan
- ☐ NHD Streams
- ☐ Counties 100K
- ☒ States 100K
- ☐ South America
- ☐ North America



Scale: 1:2,260

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



CITY DIRECTORY REVIEW

Report Date: March 26, 2010
 Client Job Number: 2916-518
 FirstSearch Index Number: 226591
 Site Address (es): 1511 West Lusher Avenue
 Elkhart, IN 46517

A search was conducted for the subject area noted above to identify any Historical City Directory coverage/tenant information maintained at national repositories, local city/town libraries and/or various public sources.

The following information is the result of the search:

YEAR / SOURCE	CLOSEST LOWER ADDRESS LISTINGS	SUBJECT ADDRESS (ES)	CLOSEST UPPER ADDRESS LISTINGS
2010/Polk Directory	1406 West Lusher Avenue Residential Listing 1408 West Lusher Avenue Residential Listing 1422 West Lusher Avenue Bristol Automotive Parts-West auto parts & suppl-retail-new 15 th Street Intersects 1500 West Lusher Avenue Jason Industries Inc truck canopies caps & shells No Lower Listings West Lusher Avenue Continues Fieldhouse Avenue Ends 2216 15 th Street Residential Listing 2220 15 th Street Residential Listing	Colbert Packaging Corp physicians & surgeons equip	1514 West Lusher Avenue Elkhart Metal Div metal goods- mfrs 1545 West Lusher Avenue Custom Woodwinds musical instruments-mfrs 1550 West Lusher Avenue Holland Metal Fab mfrs 1555 West Lusher Avenue Franklin Auto Repair mufflers & exhaust sys-engines
2005/Polk Directory	1408 West Lusher Avenue No Current Listing 1410 West Lusher Avenue Auto Trade Co auto dlrs-used cars 1422 West Lusher Avenue Bristol Automotive Parts-West auto parts & suppl-retail-new 15 th Street Intersects 1500 West Lusher Avenue Jason Industries Inc truck canopies caps & shells	Barger Packaging Corp packaging serv Colbert Packaging Corp physicians & surgeons equip	1514 West Lusher Avenue Elkhart Metal scrap metals & iron Sturgis Iron & Metal Inc scrap metals & iron 1550 West Lusher Avenue Holland Metal Fab mfrs 1555 West Lusher Avenue Franklin Auto Repair mufflers & exhaust sys-engines 1556 West Lusher Avenue Genesis vinyls-dlrs Rushenberg David M CPA accountants

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CONTINUED

2005/Polk Directory (Continued)	No Lower Listings West Lusher Avenue Continues 2216 15 th Street Residential Listing 2220 15 th Street Residential Listing		
2000/Polk Directory	1408 West Lusher Avenue Not Verified 1410 West Lusher Avenue Your Way Auto Sales used car dlrs 1422 West Lusher Avenue Bristol Automotive Parts auto sup parts 15 th Street Begins 1500 West Lusher Avenue Jason Industries No Lower Listings West Lusher Avenue Intersects Fieldhouse Avenue Intersects Markle Avenue Intersects 2304 15 th Street Residential Listing Leininger Avenue Intersects 2400 15 th Street Elkhart Tool & Die stairs fire escapes ba	Barger Packaging folding paperbd boxes	1514 West Lusher Avenue Sturgis Iron & Metal Co 1550 West Lusher Avenue Holland Metal Fab lhdw 1555 West Lusher Avenue U Haul Company Independent Dealers truck rntl 1556 West Lusher Avenue Heartland Industries buildings prefab mfr
1995/Polk Directory	1408 West Lusher Avenue Residential Listing 1408 1/2 West Lusher Avenue Home Improvement Specialist contrs 1410 West Lusher Avenue Ottman Motors used car sls 1422 West Lusher Avenue Bristol Auto Parts West 15 th Intersects 1500 West Lusher Avenue Jason Industries Inc truck caps No Lower Listings West Lusher Avenue Intersects Fieldhouse Avenue Intersects Markle Avenue Intersects 2304 15 th Street Residential Listing 2306 15 th Street Not Verified	Barger Packaging Corp box mfrs	1514 West Lusher Avenue Elkhart Metals Corp (div of Sturgis Iron & Metal) scrap 1550 West Lusher Avenue ET&T Frames Inc frame production 1555 West Lusher Avenue Bizzie Bee Auto Sales & Service used auto sls & serv 1556 West Lusher Avenue Heartland Industries storage shed comm. & retail

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CONTINUED

<p>1990/Polk Directory</p>	<p>1408 West Lusher Avenue Residential Listing 1408 1/2 West Lusher Avenue Tekton home improvement contr 1410 West Lusher Avenue Mc Auto Sls used car sls 1422 West Lusher Avenue Westside Auto Parts 15th Intersects 1500 West Lusher Avenue Jason Industries Inc No Lower Listings West Lusher Avenue Intersects Fieldhouse Avenue Intersects Markle Avenue Intersects 2304 15th Street Residential Listing 2306 15th Street No Return</p>	<p>Barger Packaging Corp box mfrs</p>	<p>1514 West Lusher Avenue Elkhart Metals Corp (div of Sturgis Iron & Metal) scrap 1545 West Lusher Avenue Heeter Furniture repr 1550 West Lusher Avenue ET&T Frames Inc rv frame mfrs 1555 West Lusher Avenue Bizzie Bee Auto Sls & Service used auto sls & serv</p>
<p>1985/Polk Directory</p>	<p>1408 West Lusher Avenue Residential Listing Fix-It Shop auto repair 1410 West Lusher Avenue Hoover RD & Assoc used auto sls 1422 West Lusher Avenue Westside Auto Parts 15th Intersects 1500 West Lusher Avenue Indiana Foam Co No Lower Listings West Lusher Avenue Intersects Fieldhouse Avenue Intersects Markle Avenue Intersects 2304 15th Street Vacant 2306 15th Street Residential Listing</p>	<p>Barger Packaging Corp box mfrs</p>	<p>1514 West Lusher Avenue Sturgis Iron & Metal scrap Elkhart Metals Corp 1545 West Lusher Avenue Heeter Furniture furn repr 1550 West Lusher Avenue ET&T Frames Inc rv frame mfrs 1555 West Lusher Avenue Liberty Truck Covers trk cap mfg</p>
<p>1980/Polk Directory</p>	<p>1408 West Lusher Avenue Residential Listing 1422 West Lusher Avenue Westside Auto Parts 1425 West Lusher Avenue Vacant 15th Intersects 1500 West Lusher Avenue Indiana Foam Fabricators Inc No Lower Listings West Lusher Avenue Intersects</p>	<p>Barger Packaging Corp</p>	<p>1514 West Lusher Avenue Elkhart Metals Corp junk 1545 West Lusher Avenue Omega Battery sls 1550 West Lusher Avenue Jen-Sell Inc mfg add a room 1555 West Lusher Avenue Vacant</p>

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CONTINUED

1980/Polk Directory (Continued)	Fieldhouse Avenue Intersects Markle Avenue Intersects Leininger Avenue Intersects 2400 15 th Street Elkart Tool & Die Inc mfg trailer steps & hinges No Higher Listings		
1975/Polk Directory	1408 West Lusher Avenue Residential Listing 1422 West Lusher Avenue City Board of Education Serv Building 1425 West Lusher Avenue Allen's Dairy 15 th Intersects 1500 West Lusher Avenue International Foam foam fabricators No Lower Listings West Lusher Avenue Intersects Fieldhouse Avenue Intersects Markle Avenue Intersects Leininger Avenue Intersects 2400 15 th Street Elkart Tool & Die Inc mfg trailer steps & hinges No Higher Listings	Barger Packaging Corp	1514 West Lusher Avenue Elkhart Metals Corp junk 1545 West Lusher Avenue Zirkle Asphalt Maintenance 1550 West Lusher Avenue Cindaren Industries Inc molding 1555 West Lusher Avenue A&P Motors Inc
1970/Polk Directory	1422 West Lusher Avenue City Board of Education Service Building 1425 West Lusher Avenue Eby's Guernsey Dairy 15 th Intersects 1500 West Lusher Avenue Georgia-Pacific Corp 1501 West Lusher Avenue Residential Listing	Barger Packaging Corp	1514 West Lusher Avenue Elkhart Metals Corp junk 1545 West Lusher Avenue Duo-East of Indiana Inc (whse) 1550 West Lusher Avenue Cindaren Industries Inc molding 1555 West Lusher Avenue A&P Motors Inc
1965/Polk Directory	1422 West Lusher Avenue Bd of Educ (Serv Bldg) 1425 West Lusher Avenue Eby's Guernsey Dairy 15 th Intersects 1500 West Lusher Avenue National Plywoods Inc 1501 West Lusher Avenue Residential Listing	Barger Box & Printing Corp	1514 West Lusher Avenue Elkhart Mds Corp junk 1545 West Lusher Avenue Byler's OK Rubber Wldrs tire reprs 1550 West Lusher Avenue Cindaren Industries Inc molding 1555 West Lusher Avenue A&P Garage Inc auto repr

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CONTINUED

1960/Polk Directory	1425 West Lusher Avenue Eby's Guernsey Dairy 1432 West Lusher Avenue Residential Listing 15 th Intersects 1500 West Lusher Avenue National Plywoods Inc 1501 West Lusher Avenue Residential Listing	Barger Box & Printing Corp	1514 West Lusher Avenue Elkhart Mfgs Corp junk 1545 West Lusher Avenue Byler's OK Rubber Wldrs 1555 West Lusher Avenue Vacant 16 th Intersects 1609 West Lusher Avenue Residential Listing
1955/Polk Directory	1425 West Lusher Avenue Eby's Guernsey Dairy 1432 West Lusher Avenue Residential Listing 15 th Intersects 1501 West Lusher Avenue Residential Listing 1508 West Lusher Avenue Residential Listing	Not Listed	1545 West Lusher Avenue Byler's OK Rubber Wrks 1555 West Lusher Avenue Rodino Coal Co Residential Listing 16 th Intersects 1609 West Lusher Avenue Residential Listing 17 th Intersects 1723 West Lusher Avenue Walters Mach Co
1950/Polk Directory	1425 West Lusher Avenue Eby's Guernsey Dairy 1432 West Lusher Avenue Residential Listing 15 th Intersects 1501 West Lusher Avenue Residential Listing 1508 West Lusher Avenue Residential Listing	Not Listed	1555 West Lusher Avenue Rodino Coal Co ofc Residential Listing 16 th Intersects 1609 West Lusher Avenue Vacant 17 th Intersects 1723 West Lusher Avenue Walters Mach Co mach shop 1747 West Lusher Avenue Fucker Frt Lines Inc Brodbeck Trucking Co
1945/Polk Directory	1425 West Lusher Avenue Eby's Guernsey Dairy 1432 West Lusher Avenue Residential Listing 15 th Intersects 1501 West Lusher Avenue Residential Listing 1508 West Lusher Avenue Residential Listing	Not Listed	1555 West Lusher Avenue Rodine & Son coal Residential Listing 16 th Intersects 1609 West Lusher Avenue Residential Listing 17 th Intersects 18 th Intersects 1813 West Lusher Avenue Residential Listing 1815 West Lusher Avenue Residential Listing
1940/Polk Directory	1425 West Lusher Avenue Eby's Guernsey Dairy 1432 West Lusher Avenue Residential Listing 15 th Intersects 1501 West Lusher Avenue Residential Listing 1508 West Lusher Avenue Residential Listing	Not Listed	1555 West Lusher Avenue Rodino Louis coal Residential Listing 16 th Intersects 1609 West Lusher Avenue Residential Listing 17 th Intersects 18 th Intersects 1813 West Lusher Avenue Residential Listing 1815 West Lusher Avenue Residential Listing

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1934/Polk Directory	1425 West Lusher Avenue Eby's Guernsey Dairy 1432 West Lusher Avenue Residential Listing 15th Intersects 1501 West Lusher Avenue Residential Listing 1508 West Lusher Avenue Residential Listing	Not Listed	16th Intersects 1609 West Lusher Avenue Residential Listing 17th Intersects (No Address Number) NYCRR RR Power House 18th Intersects 1807 West Lusher Avenue Residential Listing 1809 West Lusher Avenue Vacant
1928/Polk Directory	1406 West Lusher Avenue Residential Listing 1408 West Lusher Avenue Residential Listing (No Address Number) Residential Listing 15th Intersects 1508 West Lusher Avenue Residential Listing	Not Listed	16th Intersects 1609 West Lusher Avenue Residential Listing 17th Intersects (No Address Number) NYCRR RR Power House 18th Intersects (No Address Numbers) Residential Listing Residential Listing
1922/Polk Directory	1332 West Lusher Avenue Residential Listing 14th Intersects 1406 West Lusher Avenue Residential Listing 1408 West Lusher Avenue Residential Listing 15th Intersects 1508 West Lusher Avenue Residential Listing	Not Listed	16th Intersects 1609 West Lusher Avenue Residential Listing 17th Intersects (No Address Number) NYCRR Power House 18th Intersects (No Address Numbers) Residential Listing Residential Listing
1917/Polk Directory	1317 West Lusher Avenue Residential Listing 1332 West Lusher Avenue Residential Listing 14th Intersects 1406 West Lusher Avenue Residential Listing 15th Intersects 1508 West Lusher Avenue Residential Listing	Not Listed	16th Intersects 1609 West Lusher Avenue Residential Listing 18th Intersects (No Address Numbers) NYCRR Power House Residential Listing Residential Listing
1912/Polk Directory	(No Address Number) West Lusher Avenue Residential Listing 1332 West Lusher Avenue Residential Listing 14th Intersects 1406 West Lusher Avenue Residential Listing 15th Intersects 1508 West Lusher Avenue Vacant	Not Listed	16th Intersects 1609 West Lusher Avenue Residential Listing 18th Intersects (No Address Numbers) Residential Listing Residential Listing 19th Intersects (No Address Number) Residential Listing

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1904-05/ Elkhart Directory Co. Directory	(No Address Numbers) Lusher Avenue Residential Listing Residential Listing Residential Listing Residential Listing 209 Lusher Avenue Residential Listing (No Address Number) Residential Listing 601 Lusher Avenue Residential Listing 607 Lusher Avenue Residential Listing	Not Listed	No Higher Listings
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Notes:No listings on 15th Street, 1904-1970

All listings shown for West Lusher Avenue, 1904

No further coverage available

GLOSSARY OF TERMS

"No Listing/Not Listed" - address not listed in the directory

"Vacant" or "No Current Listing" - status of address in directory

"Residential Listing" - one residential listing located at address

"Multiple Residential Listings" - more than one residential listing located at address

"Multiple Retail Listings" - more than one retail facility located at address

"Multiple Business Listings" - more than one business listing at address

"Multiple Government Offices" - more than one federal listing at an address

"Multiple Municipal Listings" - more than one municipal listing at an address

"Multiple Military Listings" - more than one military listing at an address

"Street Not Listed" - street not listed in directory

When multiple tenants/facilities are observed for one address, the information may be summarized as shown in the following examples:

- An apartment building will be represented by "Multiple Residential Listings"
- A retail shopping center will be represented by "Multiple Retail Listings" followed by a separate listing of sites, if present, which may contain the use of regulated/chemical/hazardous materials such as dry cleaners, photo finishers, hair salons, auto repair shops, etc.
- An office building consisting of attorneys, insurance, firms, or other facilities which do not indicate the use of regulated/chemical/hazardous materials will be represented by "Multiple Business Listings"

Residential addresses, including individual houses and apartment buildings, are listed as residential. Names of tenants can be provided if needed.

Unless otherwise noted, the subject address (es) plus four adjacent addresses up from the subject property and four addresses down from the subject property are included in the report, if available.

Although great care has been taken by FirstSearch Technology Corporation in compiling and verifying the information contained in this report to insure that it is accurate, FirstSearch Technology Corporation disclaims any and all liability for any errors, omissions, or inaccuracies in such information and data.



HISTORICAL FIRE INSURANCE MAPS

NO MAPS AVAILABLE

3/22/2010

2916-518

**1511 W. LUSHER AVE
ELKHART, IN 46517**

A search of FirstSearch Technology Corporation's proprietary database of historical fire insurance map availability confirmed that there are NO MAPS AVAILABLE for the Subject Location as shown above.

FirstSearch Technology Corporation's proprietary database of historical fire insurance map availability represents abstracted information from the Sanborn® Map Company LLC obtained through online access to the Library of Congress as well as the result of a review of the other fire insurance map microfilm collections available via various local libraries.

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FirstSearch Technology Corporation

**10 Cottage Street, Norwood, MA 02062
Tel: 781-551-0470 Fax: 781-551-0471**



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
(800) 451-6027
www.IN.gov/idem

TO: Interested Parties / Applicant

DATE: March 21, 2005

RE: Colbert Packaging Corporation / S 039-20813-00628

FROM: Paul Dubenetzky
Chief, Permits Branch
Office of Air Quality

Notice of Decision: Approval - Effective Immediately

Please be advised that on behalf of the Commissioner of the Department of Environmental Management, I have issued a decision regarding the enclosed matter. Pursuant to IC 13-15-5-3, this permit is effective immediately, unless a petition for stay of effectiveness is filed and granted according to IC 13-15-6-3, and may be revoked or modified in accordance with the provisions of IC 13-15-7-1.

If you wish to challenge this decision, IC 4-21.5-3 and IC 13-15-6-1 require that you file a petition for administrative review. This petition may include a request for stay of effectiveness and must be submitted to the Office of Environmental Adjudication, 100 North Senate Avenue, Government Center North, Room 1049, Indianapolis, IN 46204, **within eighteen (18) calendar days of the mailing of this notice.** The filing of a petition for administrative review is complete on the earliest of the following dates that apply to the filing:

- (1) the date the document is delivered to the Office of Environmental Adjudication (OEA);
- (2) the date of the postmark on the envelope containing the document, if the document is mailed to OEA by U.S. mail; or
- (3) The date on which the document is deposited with a private carrier, as shown by receipt issued by the carrier, if the document is sent to the OEA by private carrier.

The petition must include facts demonstrating that you are either the applicant, a person aggrieved or adversely affected by the decision or otherwise entitled to review by law. Please identify the permit, decision, or other order for which you seek review by permit number, name of the applicant, location, date of this notice and all of the following:

- (1) the name and address of the person making the request;
- (2) the interest of the person making the request;
- (3) identification of any persons represented by the person making the request;
- (4) the reasons, with particularity, for the request;
- (5) the issues, with particularity, proposed for considerations at any hearing; and
- (6) identification of the terms and conditions which, in the judgment of the person making the request, would be appropriate in the case in question to satisfy the requirements of the law governing documents of the type issued by the Commissioner.

If you have technical questions regarding the enclosed documents, please contact the Office of Air Quality, Permits Branch at (317) 233-0178. Callers from within Indiana may call toll-free at 1-800-451-6027, ext. 3-0178.

Enclosures
FNPER.dot 1/10/05



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
(800) 451-6027
www.IN.gov/idem

Bill True
Colbert Packaging Corporation
1511 W. Lusher
Elkhart, IN 46517

March 21, 2005

Re: Source Specific Operation Status
S 039-20813-00628

Dear Mr. True:

Your application for Source Specific Operation Status was received on February 18, 2005 and has been reviewed. Based on the data submitted and the provisions in 326 IAC 2, it has been determined that your emission source, a stationary Commercial Packaging Printing Operation located at 1511 W. Lusher, Elkhart, IN 46517, has met the criteria required to obtain a Source Specific Operating Agreement.

Pursuant to IC 4-21.5-3-5(a) and (b), approval of this Source Specific Operating Agreement shall not be effective until fifteen (15) days from the date of this letter.

The facilities and processes of this source are hereby granted the Source Specific Operating Agreement provided that the following requirements of 326 IAC 2-9 are satisfied:

Section A: Surface Coating or Graphic Arts Operation: [326 IAC 2-9-2.5]

1. The total amount of volatile organic compounds (VOC) and hazardous air pollutants (HAP), as supplied, delivered to the surface coating and graphic arts operation shall not exceed the following:
 - (a) the total amount of VOC shall not exceed two (2) tons per month,
 - (b) the total amount of any single HAP shall not exceed eight hundred thirty-three (833) pounds per month, and
 - (c) the total amount of any combination of HAP shall not exceed one (1) ton per month.
2. The source shall keep the following records of the surface coating and graphic arts operation:
 - (a) the number of gallons of each solvent containing material used,
 - (b) the VOC and HAP content (pounds per gallon, as supplied) of each solvent containing material used,
 - (c) material safety data sheets (MSDS) for each solvent containing material used,
 - (d) a monthly summation of VOC and HAP usage, and
 - (e) purchase orders and invoices for each solvent containing material used.

These records shall be kept for a minimum period of five (5) years, and shall be made available upon request of the Office of Air Quality (OAQ).

3. Particulate matter emissions shall be controlled by a dry filter system or an equivalent control device. The source shall operate the particulate control device at all times the surface coating and graphic arts operation is in operation in accordance with the manufacturer's specifications. A source shall be considered in compliance with this requirement provided the overspray is not visibly detectable at the exhaust or accumulated on the rooftops or on the ground.
4. Include with the annual notice required in Condition 1 of the General Requirements Section, an inventory listing of the monthly volatile organic compound (VOC) and hazardous air pollutant (HAP) totals, and the total VOC and HAP emissions for the previous twelve (12) months.

Section B: General Requirements: [326 IAC 2-9-1]

1. The source shall provide an annual notice to the commissioner, stating that the source is in operation, and certifying that its operations are in compliance with the requirements of this Source Specific Operating Agreement. The above annual notice shall be submitted to:

**Compliance Data Section
Office of Air Quality
100 North Senate Avenue
Indianapolis, IN 46204**

no later than January 30 of each year, with the annual notice being submitted in the format attached.

2. Any exceedance of any requirement contained in this operating agreement shall be reported, in writing, within one (1) week of its occurrence. Said report shall include information on the actions taken to correct the exceedance, including measures to reduce emissions, in order to comply with the established limits. If an exceedance is the result of a malfunction, then the provisions of 326 IAC 1-6 apply.
3. Pursuant to 326 IAC 2-9-1(i), the owner or operator is hereby notified that this operating agreement does not relieve the permittee of the responsibility to comply with the provisions of any applicable federal, state, or local rules, or any New Source Performance Standards (NSPS), 40 CFR Part 60, or National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61.

Any change or modification which will alter operations in such a way that it will no longer comply with the applicable restrictions and conditions of this operating agreement, must obtain the appropriate approval from the Office of Air Quality (OAQ) under 326 IAC 2-5.1, 326 IAC 2-5.5, 326 IAC 2-6.1, 326 IAC 2-2, 326 IAC 2-3, 326 IAC 2-7, and 326 IAC 2-8, before such change may occur.

Sincerely,

Origiant signed by
Paul Dubenetzky, Chief
Permit Branch
Office of Air Quality

AMC

cc: File - Elkhart County
Elkhart County Health Department
Air Compliance Section - Paul Karkiewicz (Northern Regional Office)
Permit Tracking
Compliance Data Section

Source Specific Operating Agreement Annual Notification

This form should be used to comply with the notification requirements under 326 IAC 2-9.

Company Name:	Colbert Packaging Corporation
Address:	1511 W. Lusher
City:	Elkhart, IN 46517
Contact Person:	Bill True
Phone #:	(574) 295-6605
SSOA #:	S 039-20813-00628

I hereby certify that Colbert Packaging Corporation is still in operation and is in compliance with the requirements of Source Specific Operating Agreement (SSOA) S039-20813-00628.

Name (typed):
Title:
Signature:
Date:



Environmental FirstSearch

Topo: Current Map 1.25 Mile Radius

Historical Topo

Quad Name: Elkhart, IN

Year: 1961 (Revised 1981) Scale: 1: 24000

1511 W. LUSHER AVE, ELKHART, IN





Environmental FirstSearch

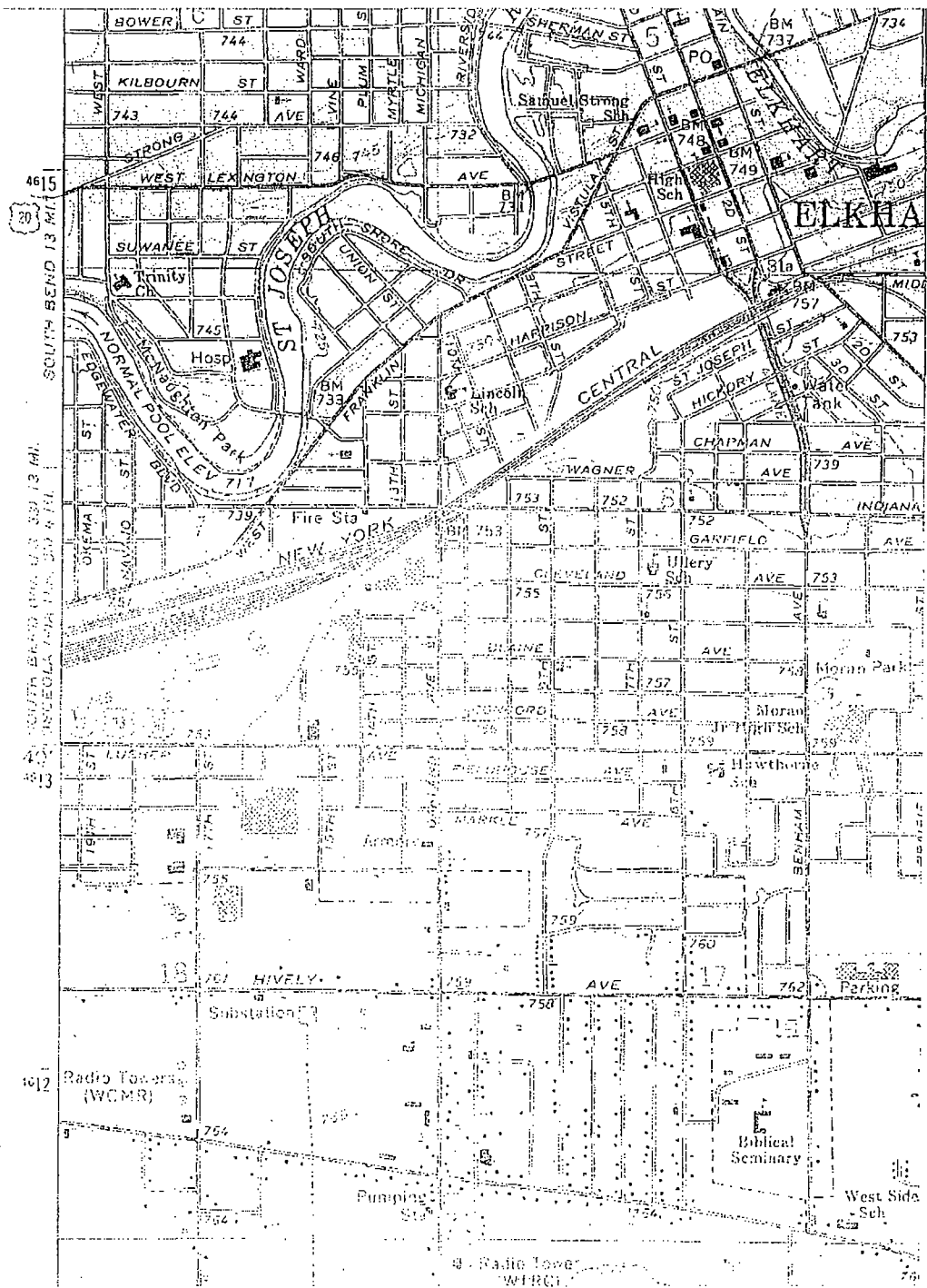
Topo: Current Map 1.25 Mile Radius

Historical Topo

Quad Name: Elkhart, IN

Year: 1961 Scale: 1: 24000

1511 W. LUSHER AVE, ELKHART, IN



Elkhart County, Concord Township Assessor

Concord Township Assessor
Elkhart County Bldg.
315 S. Second St
Elkhart, IN 46516

Phone: 574-523-2217
Fax: 574-523-2337
E-mail: bwarlick@elkhartcounty.com

Statement

Company: Kristian Webb
Attention: 18 Warwick Place
Address: Elgin, IL 60120
Phone:
Fax: 847-622-1597
r of Pages: 37

Date	Parcel Number	Number of Pages	cc each page	Total	Balance
	Fax Charge		15¢	\$ 1.00	1.00
4-6-10	06-18-202-006 to	37	15¢	5.55	5.55
	06-18-202-009				
	06-18-226-001				
	to 06-18-226-007				
	06-18-226-011 to				
	06-18-226-017				
Date:				Total	\$6.55

Amount Enclosed:

Terms: Balance due in 30 days

4/16/10

1

ELKHART COUNTY HEALTH DEPARTMENT
RECORDS REQUEST

Requested by:

Applicant: Kristian Webb Date: 4/16/10

Company: The English Co. Phone: 847-409-3907

Address: 18 Warwick Place, Elgin, IL 60120

Complete all that applies:

Records Requested (Describe): Any wastewater discharge permits, and records of hazardous material stored, spills, and violations.

Establishment Location: 1511 W. Lusher Ave, Elkhart

Address: 1511 W. Lusher Avenue, Elkhart

Township: Concord Subdivision: _____ Lot # _____

Builder or Installer: _____ Year Built: 1950s

Permit Number: _____

Subject: _____

NOTE: A Records Search Fee may apply to this Records Request. Please ask a Health Department Representative as to the fees that may be charged. In addition, a charge of fifteen cents (\$.15) per page will be assessed for each copy request.

The Elkhart County Health Department does not guarantee nor warrant the accuracy of any information or documentation provided pursuant to this Records Request nor does it guarantee or warrant that all information and documentation has been located. The Records Search is performed merely as a service to you.

Please return the completed form to:

Elkhart County Health Department
4230 Elkhart Road
Goshen, IN 46526
FAX: 574-875-3376 PHONE: 574-875-3391

Signature: Kristian Webb

-----FOR HEALTH DEPARTMENT USE-----

Request Requires Health Officer Approval: Yes _____ No _____

Request Required Department Head Approval: Yes _____ No _____

Request Approved by: _____ Date: _____

Number of Copies Made: _____ Copy Fee: _____

Action Taken: APPROVED _____ DENIED _____ Search Fee: _____

If denied, statutory exemption for withholding the public record: _____

ELKHART COUNTY HEALTH DEPARTMENT

By: _____ Date processed: _____
(Name, Title)

FORM 01-03-10

ACCESS TO PUBLIC RECORDS REQUEST
CITY OF ELKHART

REQUESTING PARTY NAME Kristian Webb
ADDRESS 18 Warwick Place
Elgin, IL 60120
PHONE NUMBER (W) 847-409-3907 (H) 847-622-1572
DATE 3-29-10 TIME 8:00

INFORMATION BEING REQUESTED (REQUEST MUST BE SPECIFIC)

Any original building and addition permits, occupancy permits,
demolition permits, and any environmental info
(ie, tank permits, hazardous material storage, spills, etc)
for the property at 1511 W. Wsher Avenue.
Department Fire, Building

FOR INTER-OFFICE USE ONLY

Each step should be dated and initialed by the employee performing the task.

I. NONDISCLOSABLE _____ (Date & Initial)

A. Requesting party notified that information requested is non-disclosable.
_____ (Date & Initial)

II. POTENTIALLY DISCLOSABLE _____ (Date & Initial)

A. Requesting party advised to return in 24 hours for decision as to disclosability.
_____ (Date & Initial)

B. Request delivered to Department Head and Corporation Counsel.
_____ (Date & Initial)

C. Review by Department Head and Corporation Counsel:

1. Decision: ☒ Disclosable: ☒ Nondisclosable

Signature of Corporation Counsel's Office _____
Date: _____

Signature of Department Head _____
Date: _____

D. Employee receiving request receives disclosability decision. _____ (Date & Initial)

1. If nondisclosable, notify requesting party _____ (Date & Initial)

2. If disclosable, notify requesting party of date records will be available (This should be immediately unless a large volume of records are requested or they are stored off site. _____ (Date & Initial)

ALL DECISIONS AS TO DISCLOSABILITY OF RECORDS MUST BE MADE AND THE REQUESTING PARTY NOTIFIED OF THE RESULTS WITHIN 24 HOURS OF REQUEST.